United States Court of Appeals

for the Second Circuit

JOINT APPENDIX

76-7556

B

P/S

United States Court of Appeals

FOR THE SECOND CIRCUIT

MARINE CARRIERS CORPORATION,

Plaintiff-Appellee,

versus

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and
REGIONAL DIRECTOR OF FOOD—WESTERN REGION,

Defendants-Appellants.

UNITED STATES COURT OF APPEALS
FILED
FEB 23 1977
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

JOINT APPENDIX

DONOVAN, MALOOF, WALSH & KENNEDY

and

BAKER, NELSON & WILLIAMS
Co-counsel for Defendants-Appellants
161 William Street
New York, New York 10038

CICHANOWICZ & CALLAN
Attorneys for Plaintiff-Appellee
80 Broad Street
New York, New York 10004

PAGINATION AS IN ORIGINAL COPY

JOINT APPENDIX

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DOCKET SHEET

1a

IN ADMIR ALTY

JUDGE CARTER

CIVIL DOCKET

UNITED STATES DISTRICT COURT JUDGE [redacted] Jury demand date:

72 CIV. 1781

D. C. Form No. 106 Rev.

TITLE OF CASE	ATTORNEYS
MARINE CARRIERS CORPORATION AGAINST, DIRECTOR GENERAL OF INDIA SUPPLY MISSION AND REGIONAL DIRECTOR OF FOOD-WESTERN REGION	For plaintiff: ~~WILKINSON, HOPKINS, [illegible]~~ 2/1/74 Cichanowicz & Callan 80 Broad Street, NYC 10004 344 7042 For defendant: Baker, Nelson, Williams & Mitchell 20 Exchange Place NYC 10005 (Defts.)

11/5

UNITED STATES COURT OF APPEALS
FILED
DEC 6 1976
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

STATISTICAL RECORD	COSTS		DATE	NAME OR RECEIPT NO.	REC.	DISB.
J.S. 5 mailed X	Clerk		11/26	Wilson & H.	15 —	
				Fisher & Strauss	—	15 —
J.S. 6 mailed	Marshal					
Basis of Action: GENERAL AVERAGE CONTRIBUTION	Docket fee					
	Witness fees					
Action arose at:	Depositions					

DOCKET SHEET 2a

MARINE CARRIERS CORP. V. DIRECTOR GENERAL OF INDIA SUPPLY MISSION, ETC,

JUDGE CARTER 72 CIV. 178

DATE	PROCEEDINGS	Date Order Judgment No.
MAY1-72	FILED COMPLAINT. ISSUED SUMMONS.	
JUN 5-72	Filed summons with marshal's return. Served Regional Director of Food-Western Region by Mr.Ray Anthony on 5/8/72. Also served Director General of India Supply Mission by Mr.Ray Anthony on 5/8/72.	
Jun.9-72	Filed pltff's Objection to Request for Production of Documents	
JUN 8-72	Filed ANSWER of defendants,Director General of India Supply Mission and Regional Director of Food-Western Region, to complaint.	BNW&M
Jun 8.72	Filed Dfts. Request pursuant to rule 34(b) FRCP	
Jun 30.72	Filed Pltff. Interrogs.	
Jul 21-72	Filed Notice of Examination of plaintiff.	
Jan.29-73	Filed Answers to Interrogatories.	
Feb.2-73	Filed Notice of Motion Ret. 2/8/73 at 10 AM in ROOM 35 re: default Judgment against defendants.	
Feb.2-73	Filed Memorandum in support of motion.	
Feb.2-73	Filed MEMO.END. on motion papers filed 2/2/73. The withinmotion is withdrawn. So ordered. Ryan, J.	
Apr 17.73	Filed Order that all discovery be completed within 90 days,etc. Ryan J.(M/N)	
May 18,73	Filed Deposition of pltff. dated 7/19/72. (M/N)	
Jan.16,73	PRE-TRIAL CONFERENCE HELD BY Ryan	
Feb 1.74	Filed Order that Wilson & Hopkins be relieves of all further duties & Cichanowicz & Callan be substituted in its place,etc. Ryan J. (mailed notice)	
12-31-75	Filed Defts. Notice of deposition of pltff. on 1-27-76.	
12-31-76	Filed Defts. Notice of deposition of American Bureau of Shipping as indicated on 1-20-76.	
12-3-75	PRE-TRIAL CONFERENCE HELD BY Ryan	
2-23-76	Filed Affdvt. by Vlaho Bruer Pres. of Marine Carriers Corp.,pltff.	
2-25-76	Filed Pltffs Request to Admit as indicated.	
2-19-76	Filed Pre Trial Order by Consent. Ryan J.	
3-19-76	Action reassigned to Judge Carter mn	
3-25-76	Fld Defts' Replies to req to admit.	
4-2-76	Fld Defts' req. for admission.	
4-13-76	Fld Pltff's Response to defts' req. to admit.	
4-12-76	Fld Pltff's Proposed Find. of Fact & Concl. of Law.	
4-12-76	Fld Pltff Trial Memo.	
4-14-76	NON-JURY BEGUN & CONCLUDED 1 DAY TRIAL - DEC-RES	
4-14-76	Fld Pltff's Memo of Law on the Non Admissabilty of the Coast Guard invest.	
4-14-76	Fld Defts' 4-14-76	
6-8-76	Filed transcript of record of proceedings, dated 4-14-76	
10-8-76	Fld Opinion#45222...Accordingly, defts are required to contribute to general average in the sum of $109,119.88 together with interest and cost from the date of the instutution of law suit....It is so Ordered....Carter,J. mn	
10-21-76	Fld Judgment #76,950....Ordered that Marine Carriersx Corp recover frim Dir. Gen of India Supply Mission and Regional Dir. ofFood-Western Region, jointly and severally, the sum of $109,119.88 together with accumulated interst from May1,72. together with costs as taced by the Clerk of this Court, and with interest with interest on all said sum until pain and that Marine Carriers Corp have execution thereof....Carter,J. mn Judgment Ent. 10-22-76-Clerk	
10-25-76	Fld Pltff Memo on computation of interest.	
11-5-76	Fld Defts' Notice of Appeal to USCA from Final Judge#76,950 Copy of Noitce mailed on 11-5-76 to:Cichanowicz & Callan	

B

J. Fennessy

Deputy Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

72 CIV. 1781

MARINE CARRIERS CORPORATION,

Plaintiff,

- against -

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION,

Defendants.

COMPLAINT

THIS IS A MARITIME CAUSE OF ACTION UNDER RULE 9(h) OF THE FEDERAL RULES OF CIVIL PROCEDURE

For its complaint against defendants, plaintiff Marine Carriers Corporation alleges and shows to this Honorable Court on information and belief:

I. At all times hereinafter mentioned, plaintiff was and still is a corporation duly organized and existing according to the laws of the State of Delaware and was the owner and operator of the S/S AVENGER, a merchant vessel documented under the laws of the United States.

II. At all times hereinafter mentioned, defendant Director General of India Supply Mission was, and still is, a public official of the Government of India entrusted with procurement in the United States of foodstuffs and other goods for shipment to India.

III. At all times hereinafter mentioned, defendant

Regional Director of Food-Western Region was, and still is, a public official of the Government of India engaged in the receipt in India of foodstuffs procured in the United States for shipment to India.

IV. On or about August 1, 1969 plaintiff, as owner of the S/S AVENGER, and defendants entered into contracts of carriage in the form of two bills of lading under which the vessel was to carry a cargo of bulk wheat from the United States to India during the year 1969 under consignment to defendant Regional Director of Food-Western Region.

V. The said bills of lading contained provisions entitling plaintiff to recover a general average contribution from defendants under the circumstances hereinafter set forth.

VI. By separate instrument dated October 14, 1969 defendant Director General of India Supply Mission guaranteed payment of all general average contributions which might be due from defendant Regional Director of Food-Western Region.

VII. On or about August 26, 1969, after departure from Beaumont, Texas, enroute to Bombay, India, and while carrying defendants' cargo of bulk wheat, the S/S AVENGER stranded in Sabine Pass, Texas, due solely to negligent navigation and plaintiff thereafter incurred certain general average expenses under circumstances that entitled it to recover from defendants

a general average contribution in the amount of $109,119.88.

WHEREFORE, plaintiff demands judgment against defendants in the sum of &109,119.88, plus interest and costs.

WILSON & HOPKINS
Attorneys for Plaintiff

By WALTER D. HOPKINS

116 John Street
New York, New York 10038
COrtlandt 7-9600

ANSWER 6 a

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

MARINE CARRIERS CORPORATION, :

Plaintiff, :

- against - : 72 Civ. 1781

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION, : ANSWER

Defendants. :

----------X

The defendants, DIRECTOR GENERAL of INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION, as and for their answer to the Complaint by and through its attorneys BAKER, NELSON & WILLIAMS allege upon information and belief as follows:-

1. Denies any knowledge or information sufficient to form a belief with respect to each and every allegation contained in paragraph I of the plaintiff's Complaint.

2. Admits that on or about August 26, 1969, the S.S. AVENGER departed from Beaumont, Texas enroute to India carrying a cargo of the defendant's bulk wheat and except as so admitted denies any knowledge or information sufficient to form a belief with respect to each and every allegation contained in paragraph VII of the plaintiff's Complaint.

3. Admits that on or about August 1, 1969, the plaintiff and defendants entered into a Contract of Charter Party and except as so admitted, denies each and every remaining allegation contained in paragraphs IV and I of the plaintiff's

Complaint.

4. Admits that via document dated August 14, 1969 the defendant, Director General of the India Supply Mission, agreed to pay General Average contribution in the event the plaintiff was entitled to same, which claim the defendants strongly deny and except as so admitted, denies each and every remaining allegation contained in paragraph VI of the plaintiff's Complaint and begs leave upon the trial of this Court to leave the question of law concerning this document for ultimate determination by this Court.

AS AND FOR A FIRST, SEPARATE AND COMPLETE DEFENSE, THE DEFENDANTS ALLEGE UPON INFORMATION AND BELIEF AS FOLLOWS:

5. That the Contract of Charter Party entered into between the vessel owners, Marine Carriers Corporation and the defendants dated August 1, 1969 provides for General Average contribution in accordance with the following provision:

"General Average shall be payable according to York/Antwerp Rules 1950."

6. It is alleged that the vessel owners, Marine Carriers Corporation failed and neglected to exercise due diligence to make the carrying vessel seaworthy for her voyage to India within the meaning of the applicable maritime and admiralty law in that the vessel was improperly manned, equipped and supplied and that such unseaworthy conditions contributed to, in whole or in part, the incidents for which the plaintiff now seeks contribution in General Average.

AS AND FOR A SECOND, SEPARATE AND COMPLETE DEFENSE, THE DEFENDANTS ALLEGE UPON INFORMATION AND BELIEF AS FOLLOWS:

7. That the terms of the aforementioned Contract of Charter Party entered into between the vessel owners, Marine Carriers Corporation and the defendants dated August 1, 1969 provided for the application of the York/Antwerp Rules of 1950. Rule II(b) of the York/Antwerp Rules provides as follows:

> "When a ship shall be entered or been detained at any port or place in consequence of accident, sacrifice or other extraordinary circumstances which render that necessary for the common safety, or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage, the wages and maintenance of the Master . . . shall be admitted in General Average."

8. It is alleged by the defendant, India Supply Mission, that even assuming that the S.S. AVENGER was in a seaworthy condition, which assumption the defendant vigorously denies, the plaintiff is still not entitled to contribution in General Average, since the expenses and repairs which were allegedly made and incurred were not made for the common safety of the vessel, nor were they as a result of extraordinary circumstances, nor were they made to enable the carrying vessel to safely complete her voyage and by reason of the foregoing the alleged contribution is improper under the aforementioned section of the York/Antwerp Rules of 1950.

WHEREFORE, the defendants, The Director General of the India Supply Mission and Regional Director of Food-Western

Region, that the plaintiff's complaint be dismissed with costs and with prejudice, and for such other, further and different relief as this Court may deem just and proper.

BAKER, NELSON & WILLIAMS

By _____

A Member of the Firm
Attorneys for Defendants
20 Exchange Place
New York, New York 10005

To:
WILSON & HOPKINS, Esq.
Attorneys for Plaintiff
116 John Street
New York, New York 10038

PRE-TRIAL ORDER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

MARINE CARRIERS CORPORATION, :

Plaintiff, :

-against- :

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION. :

Defendants :

- x

10a

72 Civ. 1781 (SJR)

PRE-TRIAL ORDER

On December 3, 1975, the attorneys for all parties hereto appeared before the Court at a pre-trial conference pursuant to Rule 16 of the Federal Rules of Civil Procedure, and the following action was taken.

1. The pleadings were agreed to be deemed amended in accordance with the framing of the issues in paragraph 9 of this pre-trial order.

2. The parties agreed that the trial of this action should be based upon this order and upon the pleadings as amended.

3.(a) The parties stipulated that the following facts are not in dispute in this action (each party reserving the right to object to the materiality of any such stipulated fact and its relevancy to the issues):

(1) Plaintiff is a Delaware corporation and in 1969, was the owner and operator of the S/T AVENGER, a U. S. flag vessel which had a 598 foot length, an 84 foot breadth, and a carrying capacity of 29, 969 dead-weight tons.

(2) Defendants are agents who chartered the AVENGER to carry a full cargo of wheat from a U.S. Gulf port to India.

(3) On August 1, 1969 plaintiff issued two bills of lading pursuant to the terms of the charter party, providing for carriage of a cargo of 28,300 long tons of wheat which had been loaded at Beaumont, Texas.

3(A). Plaintiff contends as follows:

(1) ~~(4)~~ Between the dates of August 1-25, 1969, certain repairs were performed on the vessel at Beaumont.

(2) ~~(5)~~ On or about August 25, 1969, the Beaumont Port Authority ordered the Avenger to shift from its berth to allow other waiting vessels to load their cargo.

(3) ~~(6)~~ The United States Coast Guard cleared the AVENGER to shift to an anchorage (there is a dispute as to which anchorage) and await delivery of the parts to be installed in the No. 1 generator.

(4) ~~(7)~~ The ship had two main steam powered generators (No. 1 and No. 2) and an emergency diesel generator.

(5) ~~(8)~~ Pursuant to Coast Guard clearance the AVENGER departed Beaumont on August 25 at 2140 hours with a local pilot aboard.

(6) ~~(9)~~ While underway, the pilot ordered an assisting tug which was running ahead with a slack tow line to the AVENGER's bow during the last few miles to anchorage.

(7) ~~(10)~~ The Sabine River entrance to the Gulf of Mexico is protected by rock jetties about 1200 feet apart, extending into the Gulf. As the Avenger cleared the entrance she encountered brisk winds and currents both coming directly at the ship from the port side, causing the ship's bow to suddenly fall away to starboard.

(8) ~~(21)~~ The pilot ordered the tug to pull the bow to port and the tug responded by turning sharply to port and running at full power directly away from the ship's port side. The tow line was an 8 inch polypropylene line in good condition but the sudden strain when the slack line suddenly became taut, caused it to part.

(9) ~~(22)~~ It was impossible to check the ship's starboard swing and she grounded on the edge of the channel at about 0634 on August 26.

(10) ~~(23)~~ Various expenses totalling $293,224.77 were incurred in refloating and repairing the vessel before she was able to continue her voyage and deliver the cargo to Bombay.

(11) ~~(24)~~ A general average was declared and in the average statement later published, cargo's contributory share of the foregoing expenses was stated to be $109,119.88.

(12) ~~(25)~~ The contract of carriage contained an amended Jason clause, the effect of which is to allow general average even where the ship's fault is involved, as long as that fault would be excused under the Carriage of Goods by Sea Act.

~~3.~~ The plaintiff further contends that due diligence had been exercised and that the AVENGER was seaworthy at the commencement of the voyage; that the ship's grounding was due either to the negligence of the tug which parted the forward tow line and/or to errors by the master and pilot in navigation; that all possible causes of grounding are excused by the U. S. Carriage of Goods by Sea Act; that the grounding and subsequent salvage efforts constituted a general average incident; that the general average statement was duly and properly prepared, showing defendants' contributory share of the general average loss to be $109,119.88; and that the contract of carriage pro-

3. (c) Defendants contend that the vessel was unseaworthy at the time she tendered for the loading of cargo in July, 1969, in Beaumont, Texas, in that she was not tight, staunch and strong and in every way fitted for the voyage as required by the charter party; the vessel's engine was not in operating condition; the vessel had to be towed to her loading berth to take on cargo; the vessel had to be towed from the loading berth to another pier in Beaumont where additional repairs were made to the engine following the loading of cargo.

The vessel owner was at all times in breach of the charter party.

The vessel was unseaworthy at the time of departure from Beaumont in that the engine was not in good operating condition and could not produce sufficient power; the vessel was not equipped with the proper charts; the master, officers and crew were incompetent.

The stranding of the vessel on August 26, 1969 was caused by or the result of the lack of power of the vessel's engine and in particular the inability of its boilers and generators to function properly; the cause of the grounding is not excused by the U.S. Carriage of Goods by Sea Act and the grounding and subsequent salvage efforts did not constitute a proper general average incident.

The general average statement is improperly stated.

PRE-TRIAL ORDER

4. (a) The Exhibits which each party now expects to offer at the trial are as follows: 14 a

Plaintiff's Exhibits:

Charter Party

Bills of Lading

General Average Statement

ABS Certificates & Surveys

Log Books

Bell Books

Charts

Port Log

U. S. Coast Guard decision suspending the AVENGER Captain's license

Vessel's Plans

Exhibits marked on depositions

Defendants' Exhibits:

The U. S. Coast Guard's complete file and testimony regarding the AVENGER especially relating to any inspection of the vessel in August 1969 and relating to the suspension of the license of Captain Blank of the AVENGER.

Any records regarding engine repairs performed by Westinghouse Corporation to the vessel AVENGER.

Survey reports of Messrs. D. E. Hale and Robert Murray.

4. (b) The foregoing documents are conceded to be genuine and admissable in evidence if proved to be relevant.

5. and 6. The parties agree that the witnesses whom each party now intends to call, along with the specialty of experts to be called, are those listed below. Should any party hereafter decide to call any additional witnesses prompt notice of their identity shall be given to each party in writing, setting forth the reason why such witness was not

theretofore identified. No witness may be called at trial unless identified as above stated. 15a

Plaintiff's Witnesses:

McDerwood Jackson (deposition)

Oscar Crawford (deposition)

Joseph Blank (deposition)

Herbert Lilly (deposition)

John P. Tilden Limited (by Harold Bruner)

Expert Engineer (Raymond Pyle)

Defendants' Witnesses:

A Westinghouse Corporation employee who worked on repairs performed to the engines of the AVENGER during August-September, 1969.

~~The U. S. Coast Guard personnel assigned to vessel who granted clearance for the AVENGER to sail from Beaumont on August 25, 1969.~~

The U. S. Coast Guard personnel who conducted any inspections of the AVENGER while the vessel was at Beaumont Texas in August-September 1969.

Mr. Edward Ganley

Mr. D. E. Hale

Mr. Robert Murray

7. The following are all of the claims for damages or for other relief asserted by the plaintiff in this action, as of the date of this conference:

(a) $109,119.88, plus interest from August 28, 1971.

8. The parties also agreed on the following matters:

(a) Plaintiff at this time expects to require one trial day; defendant at this time expects to require one to two trial days.

PRE-TRIAL ORDER

9. The issues to be tried are formulated by the Court with the consent and agreement of the parties as follows:

16 a

(1) Was there a contract between plaintiff and defendants obligating defendants to contribute toward plaintiff's expenses incurred in the event of a proper General Average incident?

(2) Was the August 26, 1969 grounding of the AVENGER a proper General Average incident?

(3) Was the AVENGER unseaworthy as contended by defendants?

(4) If the AVENGER was unseaworthy, as claimed, was the August 26, 1969 grounding a result of this alleged unseaworthiness?

(5) If plaintiff caused or contributed to the General Average incident, were its actions excused under the prevailing contract?

(6) What are plaintiff's damages, if any.

Dated: New York, New York
~~1976~~
MAR 19 1979

SO ORDERED,

U. S. D. J.

Consented to:

CICHANOWICZ & CALLAN

By _____
A Member of the Firm
Attorneys for Plaintiff

BAKER, NELSON & WILLIAMS

By _____
A Member of the Firm
Attorneys for Defendants

OPINION

18a

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

MARINE CARRIERS CORPORATION, :

Plaintiff, :

-against- : 72 Civ. 1781

DIRECTOR GENERAL OF INDIA SUPPLY MISSION & REGIONAL DIRECTOR OF FOOD-WESTERN REGION, :

Defendants. :

----------x

#45222

A P P E A R A N C E S:

Cichanowicz & Callan
80 Broad Street
New York, New York 10004
by Donald B. Allen, Esq.
Michael L. Corbett, Esq.
Attorneys for Plaintiff

Baker, Nelson, Williams & Mitchell
444 Madison Avenue
New York, New York 10020
by O. Taft Nelson, Esq.
Robert M. Makla, Esq.
Attorneys for Defendants

CARTER, District Judge

O P I N I O N

On July 1, 1969 the Avenger was under charter party to carry a full cargo of grain from the United States to India. The charter party by its own terms (Ex. 1, paragraphs 8(b) and 8(c)) was subject to York/Antwerp Rules 1950 and the Carriage of Goods by Sea Act. (COGSA) By its terms the bill of lading issued August 1, 1969 was subject to COGSA, (par. 1), the York/Antwerp Rules 1950 (par. 5) and the new Jason Clause (par. 6). In addition, paragraph 4 of the bill of lading is a mutual agreement freeing the carrier of liability for loss or damage caused by collisions, stranding or other accidents of navigation of whatsoever kind "(even when occasioned by the negligence, default, or error in judgment, of the pilot, master, mariners or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager)."

The ship was loaded at Beaumont, Texas on August 1 with 28,300 long tons of wheat. After the loading was completed, the ship remained in the loading

berth while numerous repairs were performed. On August 25 repairs had not been completed, and the ship was asked to move from the loading pier so that waiting vessels could move in to load their cargo. Coast Guard authorities ordered the ship to move to the Sabine Anchorage.

The ship left Beaumont on August 25 at night, approximately 9:40 P.M., with a local pilot aboard. There was some misunderstanding by the captain as to location of Sabine Anchorage, but his unchallenged deposition testimony was that the location to which he understood the ship was to be shifted to await delivery of the needed part to complete the ship's repairs was in the Gulf beyond the buoys. This is officially designated Fairway Anchorage. There is an inside anchorage known as Sabine Anchorage. The captain and the pilot proceeded to the Gulf about 50 miles from Beaumont. There was on board only one chart, and it did not show the inside anchorage but only coastal area and the Fairway Anchorage in the Gulf.

The ship was equipped with two generators. The ship was awaiting a repair part to one generator on August 25, when it was ordered to shift to Sabine Anchorage. The other generator tripped out twice on their trip but each time only for a short period. As

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the ship passed the end of the jetty and entered the Gulf, a fresh wind and currents pushed the vessel towards shore. The pilot ordered a hard left rudder and told a tug which had been running ahead with a slack line to the ship's bow to pull the bow to port. Apparently in positioning the tug to carry out the captain's order, the movement caused a sudden strain on the line, causing it to part and the ship went aground. The ship was eventually refloated and subsequently delivered her cargo to its destination. In respect of the expenses to refloat the vessel, a general average was declared applying York/Antwerp Rules, 1950 cargo's share as $109,119.88.

Discussion

COGSA, 42 USCA §1304 excuses the carrier from liability for negligence of the master, pilot or crew in management or navigation of the ship, and the new Jason Clause requires the owners of the goods to contribute with the carrier in the general average to payment of any losses or expenses which by statute or contract is not the responsibility of the carrier. The clear consequence of COGSA and the Jason clause entitles the plaintiff to a general average contribution for the expenses it had to undertake as a result of the

ship's stranding on August 26. See CIA. Atlantica Pacifica, S.A. v. Humble Oil & Refining Co., 274 F. Supp. 884 (D. Md. 1967); Isbrandtsen Co. v. Federal Ins. Co., 113 F. Supp. 357 (S.D.N.Y. 1952), aff'd, 205 F.2d 679 (2d Cir.), cert. denied, 346 U.S. 866 (1953)

The defendant places much emphasis on the fact that the ship, in being shifted from the loading berth, was ordered by the Coast Guard to the Sabine Anchorage, an inside anchorage, and not to the Gulf where the pilot and captain took the ship and where she ran aground. The captain and pilot (whatever the correct terminology as to the Sabine Anchorage) believed they had been ordered to move to anchorage in the Gulf. There clearly was no deliberate disobedience of the Coast Guard's orders. This was a misunderstanding or mistake in navigation by the pilot and captain for which, by the terms of the bill of lading, the plaintiff bears no responsibility. The grounding of the ship was clearly due to the negligence and fault of the pilot, captain and tug and again cannot be attributed to plaintiff.

The plaintiff has certainly established due diligence. The ship remained at Beaumont from the time the cargo was loaded until August 25 attempting to

effectuate all needed repairs so that the ship could be in best condition before starting to India to deliver the cargo. If it had not been ordered to move to allow other vessels to load, it would have remained at berth until all repairs had been completed. The problem of the generators had no bearing on the accident, and any subsequent problems with it are not at issue in this case. The facts are clear that the ship went aground because of negligence or faulty navigation by the pilot, tug or captain. Accordingly, defendants are required to contribute to general average in the sum of $109,119.88 together with interest and cost from the date of the institution of the law suit.

IT IS SO ORDERED.

Dated: New York, New York
October 7, 1976

Robert L. Carter

ROBERT L. CARTER
U. S. D. J.

DGMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

24a

MARINE CARRIERS CORPORATION,

Plaintiff,

-against-

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION,

Defendants.

72 Civ. 1781 (RLC)

JUDGMENT

This action have come on for trial before the Court on April 14, 1976, Honorable Robert L. Carter, District Judge, presiding, and the issues having been duly tried and an opinion having been rendered on October 7, 1976, requiring defendants to contribute to general average in the sum of $109,119.88, together with interests and costs from the date of the institution of the law suit,

NOW, upon the submission of CICHANOWICZ & CALLAN, attorneys for plaintiff, herein it is

ORDERED and ADJUDGED that MARINE CARRIERS CORPORATION recover from DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD-WESTERN REGION, jointly and severally, the sum of $109,119.88 together with accumulated interest from May 1, 1972, [redacted] together with costs as taxed by the Clerk of this Court, and with interest on all said sums until paid, and it is further

ORDERED and ADJUDGED that MARINE CARRIERS CORPORATION hav execution thereof.

Dated: New York, New York
October 21, 1976

Robert L. Carter
U.S.D.J.

JUDGMENT ENTERED 10/22/76

NOTICE OF APPEAL

25 a

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- X

MARINE CARRIERS CORP.,

Plaintiff,

-against-

DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD - WESTERN REGION,

Defendants.

- X

72 Civ. 1781 (RLC)

Judgment Number 76,950.

NOTICE OF APPEAL

FILED
NOV 5 2 56 PM '76
U.S. DISTRICT COURT
S.D. OF N.Y.

Notice is hereby given that the defendants, DIRECTOR GENERAL OF INDIA SUPPLY MISSION and REGIONAL DIRECTOR OF FOOD - WESTERN REGION, hereby appeal to the United States Court of Appeals for the Second Circuit from the final judgment entered in this action on October 22, 1976.

Dated: New York, New York
November 5, 1976

BAKER, NELSON & WILLIAMS
Co-Counsel for Defendants
Director General of India Supply
Mission and Regional Director of
Food - Western Region.

By: _____
A Member of the Firm
444 Madison Avenue
New York, N.Y. 10022
754-1300

DONOVAN, MALOOF, WALSH & KENNEDY
Co-Counsel for Defendants

By: _____
A Member of the Firm
161 William Street
New York, N.Y. 10038
964-3553

To:
CICHANOWICZ & CALLAN
Attorneys for Plaintiff,
Marine Carriers Corp.,
80 Broad Street
New York, N.Y. 10004

To:
Clerk of the U.S.
District Court
Southern District of New York
United States Court House
Foley Square
New York, N.Y. 10007

MR. ALLEN: I will be glad to do that, your Honor.

THE COURT: And the same thing goes for you, Mr. Makla.

MR. ALLEN: Just so we will do it the way you want, suppose I bracket on the outside in one color and he brackets on the outside in another color, will that be satisfactory?

THE COURT: Fine. I don't really care. All I want is bracketed what I am supposed to read. If the two of you get together and bracket the portions I'm supposed to read, that's fine.

RAYMOND G. PYLE, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. ALLEN:

Q Mr. Pyle, what is your occupation?

A I am a marine consultant and surveyor.

Q May we have your office address, please?

A 150 County Road, Tenafly, New Jersey 07670.

Q Could you tell us briefly your background and experience and qualifications for the work which you now do?

A I started my seagoing career in the Merchant Marine in 1935 as a coal passer and remained in the Merchant Marine active at sea up until approximately 1951. During that period of time I had sailed as chief engineer approximately five years on various type tankers.

In 1951 I came ashore as a port engineer for approximately one year, where I was responsible for the maintenance and repair of six tankers.

In 1952 I went to work at Maryland Shipbuilding and Dry Dock Company in Baltimore as a ship superintendent and during an eight-year period I became production and repair superintendent.

In 1959 I went to work for an Onassis corporation named Victory Carriers of New York, where I was manager of new ship construction in charge of building four 47,000 ton tankers.

In 1963 I joined Sea-Land Service, Inc. as superintendent engineer responsible for the maintenance and repair of approximately fifteen container ships.

Approxi mately 1968 I was promoted to manager of ship construction and responsible for the purchase, survey and conversion of twenty-five assorted troop ships, cargo carriers purchased from the Navy and the Maritime.

Approximately 1970 I was promoted to director of

ship construction and responsible for the design and construction of eight 33 foot 120,000 horsepower container ships and the completion of construction of four container ships of 32,000 horsepower each.

I remained in that position until I retired from Sea-Land Service, February 11, 1976.

Q Have you sailed as chief engineer on steam powered vessels?

A Yes, I have.

Q And at my request did you look up the Avenger, which is the ship in this particular instance?

A Yes, sir, I did.

Q Are you familiar with that type of vessel?

A Yes, sir, I am.

Q What is her main propulsion unit?

A 12,500 shaft horsepower geared turbine drive.

Q Does that mean it is a steam turbine?

A Yes, it does.

Q Did she also have an electrical system?

A Yes, she did.

Q Can you describe the electrical generating system?

A These vessels are equipped with two 400 kilowatt 440 volt AC main generators, also turbine driven.

The vessel is equipped with two motor generator

sets which convert AC to DC power or DC to AC and the vessel is also equipped with a 75 kilowat diesel-driven emergency generator.

Q. You say there are two main generators?

A Yes, sir.

Q And they are each driven by an independent steam turbine?

A That's correct.

Q If only one generator were on the line and working at a particular time, would that furnish all the electrical needs of the ship?

A Absolutely.

Q Then can you tell us why a ship carries two generators, each one of which could carry the load?

A Well, for many reasons. The most important reason is that in order to maintain a proper power plant, one generator is normally shut down most of the time which can be properly maintained such as cleaning and taking care of the equipment. Normally ship's personnel would run one generator maybe one month and they would switch over to the other one and give them a chance to maintain the alternate generator.

Q What provision is made if, for instance, there is a breakdown of the working generator and the other main

generator is at the moment under repair and inoperative?

A Well then, the 75 kilowat emergency diesel-driven generator would come on the line and supply the essential power to keep the main plant in operation such as a fuel pump and a forced draft fan and lights.

Q Are you familiar with the term maneuvering speed?

A Yes, I am.

Q Can you describe to us what it means?

A Yes, simply if a vessel's normal operation at full speed at sea is 90 revolutions, maneuvering speeds are usually set up between the captain and the chief engineer when progressing in a river or close waters or a harbor and speeds are usually set at dead slow, slow, half and full and the dead slow speeds are normally set, and this is through the companies, about 15 rpm's for dead slow. Maybe 25 for slow. 40 for half speed, and 60 for full speed. 60 or 70 rpm at full speed.

The reason this is so, that the vessel can be controlled, more readily controlled by the captain when he is maneuvering in close waters.

Q Is that a standard practice to set up these maneuvering speeds for maneuvering in close waters?

A Yes, it is.

Q Assume that a ship is proceeding along at a

designated speed that's ordered by the bridge and a signal comes down to increase the speed. What is done on a ship of this type?

A Well, if he is running at , for example, at 60 rpm and the Captain asked for full speed at the maneuverin speed, the engineer or the oiler on watch who is maneuvering, he opens the throttle and increases the steam flow to the main turbine to get the desired revolutions that we set up previously.

Q That's what I wanted to get. In other words, a man at the throttle moves it to increase the steam going to the turbine?

A That's correct.

Q And decreasing it, he does the reverse, cuts it back?

A Yes.

Q When a ship is proceeding at maneuvering speed, does that mean that she is underpowered?

A No.

Q In other words, even at maneuvering speeds, the ship has available full power?

A Yes, if called upon.

Q Can a ship also operate on one boiler?

A Yes, sir, it can.

Q And that would still provide a full head of steam if needed?

A Yes, sir, it would.

Q There is some testimony here that at some time during the voyage down the channel the electrical system kicked out because the overspeed tripped on the working generator.

Can you tell us what happened there in such a situation?

A Well, from experience the only real way that an overspeed trip on a generator can trip out is an overload of steam to the turbine, opening the throttle too quickly which could put too much of a demand on the generator and the generator has a protection device to prevent the generator from overspeeding and running away and causing damage. So if the influx of steam or a carryover of water due to opening the throttle too fast, yes, that would cause the turbine to trip out.

Q The action such as you described would be initiated by a man on watch in the engine room?

A It would be, normally would be initiated by the man at the throttle.

Q It would not imply a mechanical defect?

A Not normally.

Q There is further testimony in this case that after that initial trip-out the electrical connections were reset within a minute or two and the ship proceeded on her way. Could that have been done, if there had been a complete loss of the power plant?

A Well --

Q I mean of the main propulsion steam plant.

A Well, the only way I can answer that, I can answer it two ways. No, a complete loss of the power plant would mean a complete loss of the steam in the boilers. And you would not be able to start a generator up in one minute or two minutes.

Q How long would it take to restart a generator that had tripped out if there had been a complete loss of steam in the power plant?

A Well, it could take anywhere from an hour to two hours. Maybe four hours, depending on the casualty that happened to the boiler, how quick the engineers are to respond to the loss of steam.

Q And if there was a quick resetting of the generator and it was working again within a minute or two, would that indicate to you that there were no boiler troubles on the ship?

A Yes, it would.

MR. ALLEN: I have no further questions.

MR. MAKLA: May I pause for a minute, your Honor?

THE COURT: Yes.

(Pause.)

MR. MAKLA: Your Honor, would it be possible to have a five-minute recess at this point? I would like to consider my notes before examining the witness.

THE COURT: Well, I 'll give it to you now, but I am not going to have any pauses like this throughout. I think you are on notice as to who is going to be called and you should be prepared to examine.

All right, I will give you five minutes.

(Recess.)

CROSS EXAMINATION

BY MR. MAKLA:

Q Mr. Pyle, in response to a question from Mr. Allen, I believe you said one generator furnished all the needs of the ship, is that correct?

A Yes, it can.

Q You also testified you were familiar with the machinery and engine on this ship, is that correct?

A Not this particular vessel, the Avenger, but with this class of ship.

no, it would not give any cause. I don't understand what you mean by response. Did he answer the telegraph? I don't know. Did he answer a telephone? I don't know. You asked a question, no response from the engine room. That's a broad question.

THE COURT: I think in that instance he means the pilot or whoever it was whose orders were not complied with, he said "Full steam ahead," and there was no full steam ahead.

THE WITNESS: Then to give a factual answer, your Honor, I would have to know if he is still in the channel, he is still under maneuvering speed code which is set up by the captain. If the captain asked for full speed in maneuvering, he would get maybe 60 or 70 rpm at the most.

If he was in a dire emergency, knowing captains, he would probably scream to the engineer, "Give me all the power you have." But I have no way of knowing.

THE COURT: In any event, what you are saying, even if one of the boilers wasn't operating, assuming the other one was in full operation, that would not be a cause of the failure for the engine room to respond to the captain's orders for full steam ahead?

THE WITNESS: No, it wouldn't. Again, I don't understand the word "respond." There are so many ways you

A Well, I can't answer again because I don't know--

THE COURT: I agree.

THE WITNESS: -- why all the power was lost.

THE COURT: I don't think anybody can answer that question. I agree.

Q Were I to tell you that at that moment only one of the ship's boilers were operating, would that furnish an explanation to you as to why the ship lost power?

A Not really.

MR. MAKLA: Your Honor, I have no other questions. I would only like to note that the document to which I directed the witness' attention, Exhibit number 7, bears on its face the year 1957.

REDIRECT EXAMINATION

BY MR. ALLEN:

Q Let's go back to a ship such as the Avenger going, as appears on Exhibit 7, from Beaumont down to a few miles out the jetty. If that ship on that voyage had one main generator in good operating condition and also the emergency diesel engine generator was in good operating condition and in standby condition, would you regard that as seaworthy for that trip?

A Of course.

Q Also, you were asked about the capability of the

(Defendant's Exhibit E was marked for identification.)

MR. MAKLA: Mr. Ganly, would you take the stand, please.

E D W A R D F R E D E R I C K G A N L Y, called as a witness on behalf of the defendants, having first been duly sworn, testified as follows;

DIRECT EXAMINATION

BY MR. MAKLA:

Q Mr. Ganly, would you state your residence, please?

A 84 Brook Street, Garden City, New York 11530.

Q Would you state your occupation?

A I am a naval architect and marine surveyor.

Q Would you give the background and qualifications which you have for your occupation?

A I graduated with a bachelor's degree in naval architecture and marine engineering from Webb Institute in 1936. I worked for a short time thereafter at the Federal Shipyard in the outside machinery department and for the next 24 years or so I worked as a marine surveyor for United States Salvage Association, firstly in Europe, from 1937 to 1940. Then in New York from 1940 to '43.

I went into the Navy as a lieutenant, still as a surveyor, in '43 and I came back in 1946 to U.S. Salvage.

I was in New York, Boston and Norfolk until 1949. I returned to England in 1949 and in 1953 was appoint- principal surveyor for the European area. In 1959 I returned to New York as principal in New York and in December 1960 I resigned to start my own business.

Q Were you engaged or retained by the attorneys for the defendants in this case?

A Yes, I was.

Q In connection with your expert opinion?

A Yes, I was.

Q In preparation, were you furnished the various documents, records and so forth?

A Yes, I was.

Q Can you identify some of those, Mr. Ganly?

A I made no record of all of them but there were repair bills. There was a photocopy of an engine log. There was some survey reports.

Q Did you examine any Coast Guard hearings?

A I don't know that I examined the hearing but I did examine some excerpts from a Coast Guard officer's notebook, I believe.

Q You referred earlier to photostatic copy of a deck log. Is this the log of which photostatic copies had been made available to you?

book did you rely on, that is the engine log you are talking about?

A Yes, sir. I read the entries, sir.

Q Those entries that you read about the overspeed tripping?

A Yes, sir.

Q Can you tell me the dates and times when those two incidents occurred?

A August 25-26 is the day. It says firstly, "After generator overspeed tripped around 2414."

Q That was after the ship hadleft the dock at Beaumont, wasn't it?

A That's right, yes.

Q But weren't we trying to establish the condition as of the time the ship sailed?

A Yes, that's true.

Q And so isn't it possible that some error could have occurred during the voyage which would have caused that overspeed to trip out?

A Twice in ten hours? I wouldn't give the ship that.

Q Just a minute now. Let us take them one at a time.

What are the causes of such a tripping out?

A Well, there can be a number of causes. There can be too much steam pressure. Too little steam pressure. A carryover. It can be a fouling of the governor gear. It can be a fault in the lubricating oil system. There are a number of cases. It can be also an overload.

Q Let us take it one at a time.

If it is too little steam pressure, then the engine just kind of falls apart and slows down and then it trips out, is that right?

A Yes, then it wouldn't be the overspeed trip.

Q You don't see any evidence that that occurred here, do you?

A No.

Q Now, on the overspeed, isn't it a fact that if the man at the throttle opens it too fast, it can shoot water in there and cause the overspeed to trip?

A Are you saying to me that there is a man at the throttle of a generator?

Q No, at the main engine.

A All right. He opens the throttle too fast. It is possible for him to have a carryover. Depending upon the way the pipes are laid out you may get a carryover into the generator.

Q It could have happened, couldn't it?

A That's right.

Q You looked at this survey report that has been marked Exhibit E for identification, right?

A Yes, I did.

Q And this, I think you say, was dated -- when was that survey --

A It is dated November 31, 1969 and it covers an inspection made on October 16, 1969.

Q And as I understand it, you assumed that those conditions were the same as those existing on the evening of August 25th when the ship sailed from Beaumont, is that correct?

A Some of those conditions were.

Q Well now, you say some of them were. First we will establish you were never on board this ship, were you?

A That's true.

Q All right. Now, when you say they were, I'm sure that is your opinion but I want to know why you are so sure.

A The surveyor on page 2, the second paragraph, speaks of conditions that he found in the boilers and he says the condition is indicative of extended operation of the boiler feed water high in dissolved oxygen.

Q In other words, you are relying on what this man said in his report, aren't you?

A Oh, yes. There is no doubt about that.

Q We do not know whether he was correct or made a mistake or what, do we, you and I?

A Well, as we stand here that's true. One has to understand that this is a man who knows his business and the report is to be relied upon.

Q You do not know, you did not help him prepare the report, did you?

A No.

Q You do not know what facts he relied on. Were you aware, Mr. Ganly, that this ship had at least one and possibly more intervening casualties between the time of that survey and the departure on August 25th?

A Pardon me, Mr. Allen? The time of this survey?

Q Yes.

A You mean going backwards in time?

Yes, I know she had some casulaties, that's true.

Q They were boiler casualties, weren't they?

A Yes.

Q Did you study them?

A I knew of them.

Q And couldn't they, in part, account for some of the conditions that were found in October and November?

she was anxious to sail or not, I couldn't say.

Q Did you know or were you told that the Coast Guard had only given her a provisional clearance until the missing spare part for the generator would come on board and be installed, did you know that?

A I think it is right to say I did. Perhaps not in those words, but I know --

Q Generally.

A Yes, that is true.

Q You expressed an opinion that this ship with one main generator only was not -- was unseaworthy for going to sea, right?

A This particular ship, yes.

Q Are we talking about anything beyond the electrical generating system?

A No, that is what I'm --

Q That is what you are referring to?

A That is what I am referring to right now. She only has the one unreliable generator.

Q When you go to sea like to India, as this ship was intending to, you would want to have two main generators in good working order plus the emergency diesel, wouldn't you?

A Or one reliable generator for one trip with a

waiver.

Q Well, could you answer my question?

A Well, the proper answer, your Honor, was as I gave it. I don't say you need two generators and an emergency on every trip. This is what you should have but I realize and I know that the Coast Guard will occasionally give a waiver, so that you may go to sea with one generator but that generator must be in good condition.

Q So you don't regard it as unseaworthy if on a voyage to an anchorage about 50 or 70 miles down the river the ship only had one main generator and the emergency diesel generator in operating condition, do you?

A I wouldn't say she was unfit for that trip, no, sir.

Q Do you think the Coast Guard would have given a provisional clearance to go to the anchorage if that main generator had not been functioning properly and was not in a good operating condition?

A I am not sure I can answer that. I can only say that the Coast Guard man in his wisdom said yes, this vessel may proceed to the Sabine anchorage.

Q He was the man on the spot and he knew that the ship had been undergoing generator repairs, didn't he?

A Yes.

Q And knowing all those facts he gave it clearance with the generator that they used?

A He gave her clearance after having taken the generator under load for only a half hour and he gave a limited clearance to the Sabine anchorage. It wasn't very much.

Q Mr. Ganly, I don't have to ask you, you don't know how long he looked at it, do you?

A Yes, his notes say so.

Q His notes say he looked at it for a half hour?

A In some of those notes I saw it.

Q Let's see that note, because that interests me.

A The generator was running under load for a half hour.

Q All right, it ran under load for half an hour. That does not mean that is the only inspection he might have made during that month he was in port, does it?

A I am sure that was not the only inspection.

Q Thank you.

Now, as I understand it, you base your condemnation of this working generator, if I may so describe it, to the two subsequent trip-outs?

A Yes, I do.

Q Do you also agree with Mr. Pyle that there can

be a number of causes for trip-outs, some of which could be personal error?

A Yes, that is true.

Q With the fact that the ship was stuck in the mud on that August 26th grounding and was trying to work her way out for several days, would that have any carryover effect which would affect the -- which could affect the boilers?

A The boilers? I wouldn't think so.

Q Is it possible?

A Being aground is not -- you are not going to affect the boilers unless you so damage the ship that you set the structure under the boilers physically up.

Q How about sucking in mud in the condenser, could that be transferred through, accidentally to the boiler tubes?

A It shouldn't be, no.

Q Could it?

A Mud through the condenser? No, you might get salt leakage. Mud I never heard of.

Q All right. Salt leakage from the outside water?

A Yes.

Q That's a bad condition in a boiler, isn't it?

A That's right.

MR. ALLEN: That is all.

BEST COPY AVAILABLE

Plaintiff's Exhibit I PAGES 47a - 58a

Charter Party

BALTIMORE BERTH GRAIN CHARTER AS ADOPTED AND MODIFIED BY INDIA SUPPLY MISSION

CARGO BROKERAGE CORPORATION
Ship Brokers and Agents
17 BATTERY PLACE
NEW YORK, N. Y. 10004

47 a

I.S.M. Form No. 103 (Tanker)

July 1st 19[illegible]

1. IT IS THIS DAY MUTUALLY AGREED, between [illegible] CORP. Registered) Bare-Boat-Chartered) Time-Chartered) Voyage-Chartered), Owners of the [illegible] AMERICAN Tanker WEYGER of [illegible] NEW YORK built 1940 at Sparrows Point, Maryland (Place) in (Year) of 11,499 net tons register, or thereabout, and guaranteed 27,500 long tons, 5% per cent more or less capacity at Owners' option, classed A1 in American Bureau of Shipping or 100 A1 in Lloyd's Register, or equivalent, now trading [illegible], and THE FOOD CORPORATION OF INDIA President of India represented by the DIRECTOR, INDIA SUPPLY MISSION, WASHINGTON, D. C. Charterers. That the said Tanker being tight, staunch and strong, and in every way fitted for the voyage, shall with all convenient speed sail and proceed to one or two safe berths, one or two Gulf safe U.S. Port, at Charterers' option, and there load, always afloat, from said Charterers or their Agents, a full and complete cargo, subject to limits above guaranteed, of ~~heavy grades~~ wheat in bulk 27,500 tons of 2240 lbs., 5% more or less at Owners' option.

2. Orders as to loading port to be given as per Clause 17. Tanker to load under inspection of National Cargo Bureau, surveyors, at her expense and to comply with their rules, not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded, shall therewith proceed to one ~~and/or two~~ safe ports ~~on the Coast of India, at Charterers' option~~, and deliver the same, agreeable to Bills of Lading on being paid freight, as provided in Clause 15 of the conditions on attached rider, in U.S. Currency or ~~Pounds Sterling~~ at the rate of $ 25.17 (twenty-five ~~&~~ dollars and seventeen cents) per ton of 2240 lbs. basis discharge ~~alongside~~ or ~~within~~ [illegible] (twenty-seven dollars and twenty cents basis discharge alongside or within) as specified in clause 19(ii) free out (~~customary~~ ~~free in and out, free in, free out, free of expense to vessel, free trimmed~~) ~~stowed~~.

3. Captain to call at Charterers' or their agents' office, as requested, and sign bills of lading as presented without prejudice to this Charter Party. Originals and number of copies of Bills of Lading as required by Charterers to be surrendered immediately to the Charterers or their agents

against corresponding Mates' receipts, freight paid or not paid. Carriers shall also release a copy of the ocean Bill of Lading to the supplier of the commodity promptly upon completion of loading of the vessel. 48 a

4. Tanker to be loaded, stowed and trimmed, according to berth terms, with customary berth despatch, and if detained longer than eight (8) running days, Sundays and Holidays included, Charterers to pay demurrage at the rate of $1,500.00 for a U.S. Flag Tanker ~~or 300 or equivalent in U.S. Dollars for a Non-U.S. Flag Tanker~~ per day, or pro-rata, provided such detention shall occur by default of Charterers or their Agents. If sooner loaded, Vessel Owners are to pay Charterers despatch at the rate of $750.00 for a U.S. Flag Tanker ~~or 150 or equivalent in U.S. Dollars for a Non-U.S. Flag Tanker~~ per day, or pro-rata for part of a day, for laytime saved. Tanker to load day and night including Saturdays, Sundays and Holidays if requested to do so by the Charterers or their Agents.

5. Notification of the Tanker's readiness to load cannot be given on a Sunday, Holiday, or a Saturday afternoon, and must be delivered at the office of the Charterers or their Agents on a weekday after 9 A.M. and before 4 P.M. or on Saturday after 9 A.M. and before 12 noon. Before this notice can be given the Tanker having been entered at the Custom House and must have secured a certificate or pass from both the U.S.D.A. Licensed Grain Inspector and the National Cargo Bureau Inspector, stating all the Tankers' compartments are ready for loading. The lay days will then commence at 7 A.M. on the next business day after the tendering of the notification of readiness, whether in berth or not.

6. Time for loading, if required by Charterers, not to commence before the tenth day of July, 1969.

7. Should the Tanker not be passed by both the National Cargo Bureau's Surveyor and local Grain Inspector Licensed by U.S. Department of Agriculture as ready for cargo at her Loading Port before 12 o'clock noon on the twentyfifth day of July, 1969, followed by the presentation of said Surveyors' passes to the Charterers or their Agents at their office before said hour, the Charterers or their Agents shall at said hour and at any time after, but not later than the presentation of the Surveyors' passes at said office, have the option of cancelling this Charter Party. ~~If said option is exercised, the Vessel Owners are to be fully responsible for all damages due to the failure to tender by the cancelling date of the Charter.~~ ***2

8. It is also mutually agreed that the Bills of Lading shall be subject to and incorporate all the terms, conditions and exception of this Charter Party, and if there is any conflict between the Bill of Lading and the Charter Party, the provisions of the Charter Party are to govern, which Bill of Lading shall also be deemed to incorporate the following clauses:

(a) The Carrier shall not be liable for loss or damage occasioned by causes beyond its control, by the perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the Master or crew, by enemies, pirates or robbers, by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull,

***In any event the owner shall be responsible for any and all damages

machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind, even when occasioned by the negligence, default or error in judgment of the pilot, Master, mariners or other servants of the shipowners, not resulting, however, in any case, from want of due diligence by the Owners of the ship or any of them, or by the ship's Husband or Manager.

(b) General Average shall be payable according to York/Antwerp Rules 1950. Average Bond with values declared therein to be signed. If the Vessel Owners shall have exercised due diligence to make the tanker in all respects seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster, resulting from faults or errors in navigation or in the management of the Tanker, or from any latent defect in the Tanker, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent defect or the unseaworthiness was not discoverable by the exercise of due diligence), the consignees or Owners of the cargo shall, nevertheless, pay salvage, and any special charges incurred in respect of the cargo, and shall contribute with the Vessel Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril, all with the same force and effect, and to the same extent as if such danger, damage or disaster had not resulted from or been occasioned by, faults or error in navigation or in the management of the Tanker, or any latent defect or unseaworthiness.

(c) This contract is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Congress of the United States, approved on the 13th day of February, 1893 and entitled "An Act Relating to Navigation of Vessels, etc." and the Act of April 16, 1936, entitled "Carriage of Goods by Sea Act."

(d) Tanker to have the privilege of fueling enroute.

(e) Tanker to have a lien on the cargo for all freight, demurrage or average.

9. (a) Freight to be deemed earned upon arrival of the vessel at the first port of discharge and is payable in accordance with Clause 15 herein, subject to policies of the Commodity Credit Corporation and the United States Department of Agriculture, as embodied in the provisions of the Public Law 480 regulations and the applicable purchase authorizations issued thereunder.

and the cargo

(b) The entire freight shall at all times be at the risk of the vessel's owners.

10. The Charterers or their Agents are to have the privilege of transferring this Charter to others, guaranteeing to the Owners the due fulfilment of this Charter.

11. The Vessel Owners shall pay a commission of 1¼% on gross freight, dead freight and demurrage, to CARGO BROKERAGE CORPORATION.

50 a

12. Penalty for non-performance of this agreement, proved damages not to exceed the estimated amount of freight.

13. Vessel Owners to pay $350.00 to Charterers' Agent as despatcher's fee at loading port.

14. Clauses 15 through 37 as attached (Appendix I) to be incorporated in this Charter Party.

MARINE CARRIERS CORP

INDIA SUPPLY MISSION, WASHINGTON, D.C.

K.S. KOHLI

DEPUTY DIRECTOR OF PURCHASE

FOR AND ON BEHALF OF THE ~~GOVERNMENT OF INDIA~~ FOOD CORPORATION OF INDIA

51a C/P Date July 1st, 1969

APPENDIX "I"

RIDER TO CHARTER PARTY

CLAUSE 15-37

15. PAYMENT OF FREIGHT:

The Vessel Owners shall submit the documents listed below to India Supply Mission, 2536 Massachusetts Avenue, N.W. Washington 8, D.C., promptly on the tanker's leaving a U.S. Port.

(a) Invoice in quintuplicate which should be marked PREPAID and signed and also contain one of the following two certificates, whichever is applicable, recorded thereon to comply with the PA regulations:

(i) The undersigned hereby certifies that it is not furnishing the commodity under the related Purchase Authorization* No. _____ for which reimbursement for ocean freight is being claimed under PA-OT, and that neither it nor any corporation owned or controlled by it is an affiliate of the U.S. supplier furnishing the commodity. (As used herein, an "affiliate" shall mean (1) a corporation which owns or controls the carrier; (2) a corporation which is owned or controlled by the carrier; (3) a corporation which is owned or controlled by the same corporation which owns or controls the carrier).

(ii) The undersigned hereby certifies that it is the Owner of the tanker named hereon, or is the operator of the tanker, bare-boat or time charter, and that the amount claimed for ocean freight hereon is not in excess of the amount originally contracted for with the importer.

Nothing herein shall prevent the supplier of the grain from supplying the ocean transportation in which case certification (ii) above shall apply.

*NOTE. The PA number must be filled in and must conform with the number indicated on Form 106 issued by U.S. Department of Agriculture.

(b) One signed copy of weight certificate.

(c) One signed copy of inspection certificate.

(d) Five non-negotiable copies of on-board bills of lading one of which should contain the following certification:

"I CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON-BOARD BILL OF LADING UNDER WHICH THE GOODS HEREIN DESCRIBED WERE LOADED ON THE ABOVE-NAMED TANKER AND THAT THE ORIGINAL AND ALL OTHER COPIES THEREOF HAVE BEEN CLEARLY MARKED AS NOT TO BE CERTIFIED FOR BILLING".

also the following additional certification shall appear on the invoice:- The undersigned hereby certifies that the vessel named herein and for which the cost of ocean freight is claimed qualifies as a privately owned United States Flag Commercial vessel within the requirements of Public Law 87-266 and is an eligible U. S. Flag vessel for the purposes of Public Law 664

Sd. _____

(e) Original Shipper's copy of Form 106 (Advice of vessel approval) issued by U.S. Department of Agriculture.

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(f) C.C.C. Form 329 (invoice and contract abstract) duly signed and completed. ***

(g) A certificate issued by the National Cargo Bureau,

(h) Stowage plan in triplicate.

In respect of Non-US Flag Tankers documents to be furnished shall be the same as above, except that no certificate is required to be recorded on the invoices and CCC Forms Nos. 106 & 329 are also not required.

~~[illegible]~~, 90% of the freight shall be paid in US Dollars ~~[illegible]~~ upon receipt by the India Supply Mission of notice from the consignee of ~~[illegible]~~ safe arrival at first port of discharge in India.

of the vessel and the cargo

Balance of 10% freight with any adjustment of despatch/demurrage, dead freight and/or extra freight, shall be paid promptly but not later than a period of 90 days from the date of completion of discharge, assuming that no dispute exists, on receipt of invoices marked "PREPAID" supported by time sheets signed by the agents of the Charterers and/or the representatives of consignee, ship's agents and captain, showing date and time of tender of notice of readiness to load or discharge, date and time of first regular stevedore working period after tender of notice, date and time of berthing, date and time when loading or discharge commenced, date and time when loading or discharge completed, and date and time of any interruptions to loading or discharge, with reasons therefore. Vouchers for dead freight to be supported by surveyor's report proving short loading of tanker. Report to be concurred in by Charterers' outport agents.

The Vessel Owners must also produce, as a condition to payment of freight, a paid voucher from the Charterers' broker to whom commission is due under the terms of the Charter Party and a receipt from the Charterers' agents for despatcher's fees at the loading port.

16. If there is any failure on the part of the ocean carrier to perform the contract after the vessel has tendered at the loading port, the charterer or its designated agent shall be entitled to incur all expenses which, in the judgment of the U.S. Department of Agriculture, are required to enable the vessel to undertake and carry out her obligations under the C/P including expenses for lifting any liens asserted against the vessel. Such expenses may be deducted from the freight earned under the Charter Party notwithstanding any prior assignments of freight made by the owner or operator.

17. Vessel Owners to give at least ten (10) days' notice (Saturdays, Sundays and Holidays excepted) of tanker's expected readiness to load to Charterer's agents, DYSON SHIPPING CO. INC. and to India Supply Mission, 2536 Massachusetts Avenue, N.W., Washington 8, D.C. (Tel. Add. "INDPURMIS" WASHINGTON, D.C.), Master to make application for loading port orders to "INDPURMIS" WASHINGTON, D.C. by wireless 96 hours before tanker is due to arrive off loading range. Orders for loading port are to be

*** In accordance with U. S. Department of Agriculture regulations, suppliers should state in block 21 of CCC form 329 either, (a) I am an affiliate of the importer or (b) I am not an affiliate of the importer. The definition of an affiliate is contained in section 11.1(r) of the regulations for Title I and certain [illegible] of the regulations.

given by wireless within 48 hours of receipt of Master's application, unless given earlier. Simultaneously, Master to give 96 hours' notice of tanker's expected arrival date off loading range to Charterer's agents, DYSON SHIPPING CO. INC., with latest time of arrival at loading port and date of readiness to load after necessary fittings, quantity of cargo required and name of tanker's agents.

18. Immediately on arrival at loading port, Master to telegraph to the ~~Minister of~~ Food, ~~Government~~ Corporation of India, New Delhi (Te.Add. "FOODCORP", ~~KHADYAVIBHAG~~, NEW DELHI) date of tanker's presentation at loading port.

19. (a) A sailing telegram is to be sent by the Master to ~~KHADYAVIBHAG~~ "FOODCORP", NEW DELHI, on tanker leaving loading port, giving sailing date, route selected by the Vessel Owners, i.e. Via Suez Canal or Cape of Good Hope, speed, commodity, total quantity loaded and estimated draft fore and aft on arrival at discharging port and expected time of arrival at port of discharge.

(b) Master to cable ~~KHADYAVIBHAG~~ FOODCORP, NEW DELHI when the vessel is 96 hours off Aden, off Cape Town or off Singapore as the case may be, its expected date and time of arrival at the discharging port with its estimated forward and aft draft on arrival.

20. Owners to guarantee that tanker is suitable and fit for the carriage of grain and that all the tanks are clean and suitable for this purpose, which must appear to the satisfaction of National Cargo Bureau and Local Grain Inspectors duly licensed by the U.S. Department of Agriculture.

21. If any tanks are rejected by the Inspectors at the second port of loading, the Vessel Owners guarantee to further clean said tanks by shore-side contractors, thereby enabling tanker to complete loading. If for any reason all of the tanks cannot be passed for loading grain, Vessel Owners shall discharge cargo already loaded aboard at their own expense and become liable for all losses and expenses including but not limited to storage and carrying charges, resulting from or incurred by reason of the discharge, and Charterers shall retain the option of arranging alternative freight at Vessel Owners' risk and expense and cancelling the Charter Party.

22. Vessel Owners to guarantee tanktop openings to be of sufficient size to permit unhindered loading as customary for elevator spouts and suction pipes to be placed in a working position as customary at all times in tanktop openings. Vessel Owners to maintain the tanker in proper trim while loading to permit elevator spouts and the suction pipes to be placed in working position as customary at all times in tanktop openings to tanks being utilized, and to guarantee tanker to be fitted with ventilation openings and/or pipes to all tanks to be utilized, as required by the Board of Cargo Underwriters.

23. If tanker longer detained, Charterers to pay demurrage at discharge port at the rate of $1500 U.S. Currency for U.S. Flag tanker ~~[illegible]~~ per day or pro-rata for all time used in excess of allowed laytime. If sooner discharged or loaded, Owners to pay despatch at the rate of $750.00 U.S. Currency for a U.S. Flag Tanker ~~[illegible]~~ per day or pro-rata for part of a day for all laytime saved.

24. Cargo to be discharged by the consignee's stevedores with consignee's equipment free of expense to vessel at average rate of 1500 long tons of 2240 pounds per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays excepted unless used, and if used, only time actually worked to count. Time lost due to weather preventing discharge not to count.

25. Vessel Owners' agents to act for tanker at loading and discharging ports.

26. Laydays are reversible

27. ~~Master of Tanker to cable 24 hours' notice of arrival at~~ discharge port. Laytime to commence 24 hours after receipt by Charterers' agents of Master's written notice of readiness to ~~discharge, which notice~~ must be given during regular business hours after tanker has arrived within the geographical limits of the port, has been entered in the Custom House and is in free pratique, whether in berth or not but any prior time used to count, although not affecting the time at which Laytime commences. Forward and Aft draft of the vessel upon arrival at the discharge port shall not exceed 30 feet. Lighterage at the discharge port, if ordered by ~~the receivers shall be on their account.~~

28. All stevedoring expenses at port of discharge are for account of consignee. All damages done to vessel by discharging stevedores duly established by surveyors at the port of discharge to be for account of the consignee. If the vessel is damaged by the stevedores at the discharging port, they and receiver shall be notified in writing of such damage at the end of the shift during which the damage has occurred. The failure of the Master to give notice of damage as herein provided shall be deemed a waiver of the owners' right to claim reimbursement from the consignee for any damage sustained.

29. Vessel will furnish free use of light and power as on board at all time, by day and night if required.

30. ~~Receivers to guarantee reasonable facilities at discharge port where tanker's sucker discharge equipment can be operated freely with limitations of such equipment, and receiving area to be not more than 300 feet from shipside.~~

31. Charterers reserve the privilege of loading and discharging cargo at up to two berths and, if option exercised, all time used in fitting, shifting, rigging and trimming at both loading and discharging ports, and cost of same, to be for vessel Owners' account. All costs incurred in waiting for the second loading berth are for the owners account, but such time used in waiting to count as laytime.

32. Entire cost of loading during customary working hours to be paid by the Owners including differentials applicable for Saturdays payable to elevator and grain inspectors during the customary working hours as defined herein.
Customary working hours for the purposes of this Charter at the loading ports in the United States Gulf and U.S.N.H. are from 0800 to 1700 hours on Monday through Friday and from 0800 - 1200 hours on Saturday, the Laws of the State of Louisiana pertaining to Saturdays notwithstanding; Customary working hours at loading ports on the U.S.N.P. are from 0800 to 1700 hours on Monday through Friday and from 0800 to 1600 hours on Saturday except at the ports of Puget Sound where the customary working hours are from 0800 - 1700 hours on Saturday. Overtime incurred outside of the customary working

hours at loading and discharging ports to be for the account of the party ordering same. If any overtime is ordered by the Port authorities or Controller thereof outside of the customary working hours, or if the elevator Authorities deem it necessary or expedient to work overtime outside of the customaryworking hours, as a condition to assignment to or retention of loading berth, the Owners shall be obliged to retain such loading berth and the overtime thus incurred for elevators and inspectors shall be for account of Charterers, and all other overtime expenses, including stevedoring, shall be for account of Owners. However the overtime chargeable to the Charterers for elevators and inspectors shall be paid initially by the Owners who will be reimbursed by the Charterers.

33. All crew overtime to be for vessel's account.

34. Any and all differences and disputes arising under this Charter Party are to be determined by the US Courts for the Southern District of New York but this does not preclude a party from pursuing any in rem proceedings in another jurisdiction or from submission by mutual agreement of any differences or disputes to arbitration.

35. This Charter Party is subject to all provisions of Title 1, PL-480 and rules and regulations pursuant thereunder.

36. Charterers shall not be liable for any delay in loading or discharging, including delay due to the unavailability which delay or unavailability was caused in whole or in part by an act of God, war, hostilities, acts of the public enemy, civil commotion, sabotage, acts of government (including but not restricted to any preference, priority, allocation or limitation order and any export or import control), fires, floods, explosions or other catastrophies, epidemics, quarantines, restrictions, strikes and embargoes.

37. U.S. Clause Paramount, New Jason Clause, New Both-to-Blame Collision Clause, P. & I. Bunker Deviation Clause, Chamber of Shipping War Risk Clauses #1 & 2, and Centrocon Strike Clause (amended) as attached, are fully incorporated in this Charter Party.

CENTROCON STRIKE CLAUSE(AMENDED)

If the Cargo cannot be loaded by reason of Riots, Civil Commotions or of a strike or lock-out of any class of Workmen, essential to the loading of the cargo or by reason of obstructions or stoppages beyond the control of the Charterers on the Railways, or in Docks or other loading places or if the cargo cannot be discharged by reason of Riots of Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage, shall be made by the Charterers, Receivers of the cargo, or Owners of the steamer. For the purposes, however, of settling despatch rebate accounts any time lost by the steamer through any of the above causes shall be counted as time used in loading or discharging as the case may be.

Ashohl

19. (11) Charterer has the option of ordering the vessel to discharge at Bombay or Kandla port on the West Coast of India ~~of at Charterers option~~ or to discharge at Madras on the East Coast of India.* The option may be exercised at any time before the vessel arrives off singapore, off Aden, or off Capetown as the case may be and the Charterers right to exercise the option is not effected by any previous designation made in the charter party and/or bill of lading. * at charterers option

27. Master of the vessel to cable 24 hours notice of arrival at discharge port. Laytime to commence 24 hours after receipt by Charterer's agents of Master's written notice of readiness to discharge, which notice must be given during regular business hours after the vessel has arrived within the geographical limits of the port, has been entered in the Custom House and is in free pratique, whether in berth or not, but any prior time used to count, although not affecting the time at which the laytime commences. The forward and aft draft of the vessel upon arrival at the discharging port shall not exceed 30 feet. However, if the draft of the vessel on arrival shall be in excess of 30 feet resulting in inability to proceed to the berth nominated by the port authorities the owners shall arrange promptly for the necessary lighterage at its own expense and any time lost before berthing in the nominated berth due to the draft of the vessel as well as time used in lightening shall be for vessel owner's account.

2(A) It is Owners' intention to perform this voyage via the Suez Canal and the Rate indicated is predicated upon this intention. In the event of the Suez Canal being closed at commencement of loading to vessels of US flag and of similar size fully laden and the vessel elects to proceed via Cape of Good Hope, Owners shall be entitled to an additional $3.50 per long ton for the required deviation.

G. S. Hobbs

U. S. A. CLAUSE PARAMOUNT

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This bill of lading shall have effect subject to the provision of the Carriage of Goods by Sea Act of the U.S.A. approved April 16, 1936 which shall be deemed to the incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said act. If any term of this bill of lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further.

NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any causes whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salvaging ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

NEW BOTH-TO-BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Bill of Lading fails to be determined in accordance with the laws of the U.S.A., the following clause shall apply: "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carriers." The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

PROTECTION AND INDEMNITY BUNKERING CLAUSE

The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or p[illegible]s whatsoever whether such ports are on or off the direct and/or customary route [illegible]outes to the ports of loading or discharge named in this Charter and there tak[illegible] bunkers in any quantity in the discretion of owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

WAR RISKS CLAUSES

1. No bills of Lading to be signed for any blockaded port and if the ports of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship has discharged at the port/ports of discharge to which she was originally ordered.

2. The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

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CARGO BROKERAGE CORPORATION

Ship Brokers and Agents

17 BATTERY PLACE

NEW YORK, N. Y. 10004

TELEPHONE
HANOVER 2-8752
TELEX NO.
212-420-5426

CABLE ADDRESS
DOWDC...NT
TELEX
RCA-222148
ITT-420867

ORIGINAL

ADDENDUM #1

July 25, 1969

TO: CHARTER PARTY OF "AVENGER"
DATED July 23, 1969

OWNERS: Marine Carriers Corp.
17 Battery Place
New York, N. Y. 10004

CHARTERERS: THE FOOD CORPORATION OF INDIA REPRESENTED BY
THE DIRECTOR GENERAL INDIA SUPPLY MISSION
WASHINGTON, D. C.

It is hereby mutually agreed that the owners shall compensate the charterers for the liability of the charterers by reason of the delay in shipment as a result of extension of cancelling date at the rate of $915.00 per day from July 25, 1969 to the day vessel commences to load. In consideration of the charterer extending the cancellation date of the vessel until July 28, 1969 the charterers are hereby authorised to deduct the amount due hereunder from the payment of 90% freight. If this charter party is not performed owing to the failure of the vessel to tender on or before the revised cancellation date, now agreed to be July 28, 1969 the owners shall be liable to pay the charterers compensation at the rate agreed herein from the original cancelling date to the revised cancelling date. However, nothing herein contained shall in any manner affect the charterer's right to claim damages by reason of such non-performance.

The charterers shall in their discretion limit the recovery of carrying charges to the number of days for which they actually incur such charges. The determination by the charterers shall be final and binding on the parties.

All other terms and conditions of the original charter party shall remain unaltered.

INDIA SUPPLY MISSION

By _____
Director of Purchase
For and Behalf of the
Food Corporation of India

By _____
Marina Carriers Corp.

BEST COPY AVAILABLE

Plaintiff's Exhibit 3 PAGES 59a - 60a

Statement of Facts

[illegible] BEAUMONT, TEXAS

5

STATEMENT OF FACTS 59a

S. T. "AVENGER" AMER.FLAG — LOADING A FULL CARGO OF BULK WHEAT

INBOUND FROM ISTANBUL, TURKEY — OUTBOUND FOR INDIA, CHANNELING OPTION

1972

JULY 23, WEDNESDAY

0845 PILOT ONBOARD PROCEEDED INBOUND
0942 VESSEL DOCKED CITY DOCK NO. [illegible]

0950/1055 VESSEL CLEARING QUARANTINE

VESSEL CLEANING TANKS

JULY 24, THURSDAY — VESSEL CLEANING TANKS

JULY 25, FRIDAY — VESSEL CLEANING TANKS

2130 VESSEL PASSED BY BEAUMONT BOARD OF [illegible] WEEVIL INSPECTOR.

JULY 26, SATURDAY

1130 VESSEL PASSED BY NATIONAL CARGO [illegible] SURVEYOR & NOTICE OF READINESS TENDERED

1135 NOTICE OF READINESS ACCEPTED

VESSEL IDLE, NO OPERATING CHARGES

JULY 27, SUNDAY — VESSEL IDLE, NO OPERATING CHARGES

0600/0720 VESSEL SHIFTING FROM CARROLL STANDARD TO GRAIN ELEVATOR LOADING BERTH

JULY 28, MONDAY

0800 COMMENCED LOADING BULK WHEAT
0800/1200 LOADING BULK WHEAT
1200/1300 MEAL HOUR
1300/1700 LOADING BULK WHEAT
1700 STOPPED LOADING FOR THE DAY
LOADED: 8,039.29 LONG TONS

JULY 29, TUESDAY

0800 RESUMED LOADING BULK WHEAT
0800/1200 LOADING BULK WHEAT
1200/1300 MEAL HOUR
1300/1700 LOADING BULK WHEAT
1700 STOPPED LOADING FOR THE DAY
LOADED: 5,594.64 LONG TONS

JULY 30, WEDNESDAY

0800 RESUMED LOADING BULK WHEAT
0800/1200 LOADING BULK WHEAT
1200/1300 MEAL HOUR
1300/1700 LOADING BULK WHEAT
1700 STOPPED LOADING FOR THE DAY
LOADED: 5,598.22 LONG TONS

JULY 31, THURSDAY

0800 RESUMED LOADING BULK WHEAT
0800/1200 LOADING BULK WHEAT
1200/1300 MEAL HOUR
1300/1700 LOADING BULK WHEAT
1700 STOPPED LOADING FOR THE DAY
LOADED: 7,741.07 LONG TONS

CONTINUED ON PAGE NO. TJO (2)

S.T. "AVENGER" STATEMENT OF FACTS (CONT'D) PAGE TWO

1969
AUGUST 1, FRIDAY

0800	RESUMED LOADING BULK WHEAT
0800/1125	LOADING BULK WHEAT
1125	LOADING COMPLETE, ALL CARGO ONBOARD
1200	GANGS K. O.

LOADED: 1,326.79 LONG TONS
TOTAL CARGO ONBOARD: 28,300.00 LONG TONS

SUBJECT TO ALL TERMS, CONDITIONS, EXCEPTIONS AND/OR ANY ADDENDUM TO CHARTER PARTY DATED, JULY 1, 1969, AT NEW YORK, NEW YORK

APPROVED

JAMES J. FLANAGAN STEAMSHIP AGENCY, AGENTS

BY: _____

CAPTAIN, JOSEPH D. BLANK
MASTER, S.T. "AVENGER"

INDIA SUPPLY MISSION, CHARTERERS
AYOON SHIPPING COMPANY, AGENTS
C/O T. J. HANSON, INC., SUB-AGENTS

BY: _____

Plaintiff's Exhibit 4

Report of Grounding

EY 4.

REPORT OF GROUNDING

61a

Time, date, place:	0834, 26 August,1969 Sabine Pass Channel, Texas
Clock discrepancy:	None Bridge/Engine Room clocks synchronized
Location:	Lat. 29°- 28'N, Long. 93° 50.6 W
Nature of accident:	Grounding
Damage sustained:	None (no other vessels involved)
Watch officers:	Edward W. Hostens, 2nd Mate 220 Lantyn Lane Narberth, Penn. 19102
Pilot:	J.W. Threadmerton Sabine Pilots Association Port Arthur, Texas
Name(s) of tugs:	E.M. BLACK Fast to bow with towline until towline parted just prior to grounding
Names of helmsman/lookout?	Helmsman: Joseph Scido, AB 221 Hill Terrace Drive Nederland, Texas 77627
	Lookout: Vincent San Juan,Jr. Lt/Utn 311 W. Montgomery Crossroads Savannah, Georgia 31406
	On anchor: Richard K. Lurty,Ch.Mate 15210 S. Williams Compton, California 90221
	Herbert Libby, Bosun Lincolnsville, Maine 04849
Time of H.W. & L.W.	High Water: 0322, 26 August Low Water 0929, 26 August
Current:	Easterly, 2-3 knots
Weather conditions:	Partly cloudy,vis. 10 Miles, East 8-10 knots
Draft:	F. 33'- 05" A 34'- 11"
Speed of vessel:	Full ahead (60 rpms)
Depth of water:	28 foot
Position grounded:	Entrance Buoy β 158° T Buoy R°2° β 145° T Buoy R°4° β 130.5° T Buoy R°6° β 003° T East Jetty Light β 356° T Upper Entrance Marker β 339° T Vessel's heading: 172° T
Lightering operation:	Off-loaded/loaded: Total 2300 L/T Nos. 1-3-5-6-7-9 center tanks
Dredging operation:	Dredge,ARMADILLO II, dredged area astern and along port side
Damage to vessel:	After vessel refloated, divers inspected the underwater body under U.S. Coast Guard supervision and small portion of starboard bilge keel, bridge area, found distorted. No other damage found.

Plaintiff's Exhibit 5 3/6/73 (CCH)

Plaintiff's Exhibit 5 PAGES 62a - 63a

Casualty Report

Ex 5

62 a

INSTRUCTIONS

1. An original and two copies of this form shall be submitted, without delay, to the Officer in Charge, Marine Inspection, in whose district the casualty occurred, or in whose district the vessel first arrived after such casualty.
2. If the person making the report is a licensed officer on a vessel required to be manned by such officer, he must make the report in writing and in person to the proper Marine Inspector. If because of distance it may be inconvenient for such an officer to submit the report in person, he may submit the required number of copies by mail. However, to avoid delay in investigations, it is desired that reports be submitted in person.
3. This form should be completed in full; blocks which do not apply to a particular case should be indicated as "NA". Where answers are unknown or none, they should be indicated as such. All copies should be signed.

NOTE: (1) Report all deaths and injuries, which incapacitate in excess of 72 hours, on CG-924E whether or not there was a vessel casualty.
(2) Attach separate Form CG-924E to this report for each person killed or injured and incapacitated in excess of 72 hours as a result of the vessel casualty reported herein.

TO:	DATE SUBMITTED
Officer in Charge, Marine Inspection, Port of Port Arthur	4 September,1969

I PARTICULARS OF VESSEL

1. NAME OF VESSEL	2. OFFICIAL NUMBER	3. HOME PORT	4. NATIONALITY
A V E N G E R	296045	New York	U.S.A.

5. TYPE OF VESSEL (Ftr., pass., tkr., etc)	6. PROPULSION (Steam, diesel, etc)	7. GROSS TONNAGE	8. REGISTERED LENGTH OR L.O.A.
Tanker	Steam	18,332	597.7

9. HULL MATERIALS	10. YEAR BUILT	11. RADIO EQUIPMENT
Steel	1949	[X] TRANSMIT [ ] RECEIVE [X] VOICE [X] C# (Key)

12. (a) RADAR EQUIPPED	(b) IF YES, RADAR OPERATING AT TIME OF CASUALTY
[X] YES [ ] NO	[X] YES [ ] NO

13. (a) CERTIFICATE OF INSPECTION ISSUED AT PORT OF	(b) DATE CERTIFICATE OF INSPECTION ISSUED
New York	20 February,1969

14. (a) NAME OF MASTER OR PERSON IN CHARGE (Indicate which)	(b) DATE OF BIRTH	(c) LICENSED BY COAST GUARD
Joseph Donald Blank Master	12 March,1917	[X] YES [ ] NO

15. (a) NAME OF PILOT (If on board at time of accident)	(b) PILOT SERVING UNDER AUTHORITY OF LICENSE ISSUED BY
J.M. Throckmorton	[X] USCG [ ] STATE [ ] FOREIGN

16. (a) NAME OF OWNER(S), OPERATOR(S) OR AGENT (Indicate which)	(b) ADDRESS OF OWNER(S), OPERATOR(S), OR AGENT
Marine Carriers Corporation	17 Battery Place, New York, N.Y. 10004

II PARTICULARS OF CASUALTY

17. (a) DATE OF CASUALTY	(b) TIME OF CASUALTY (Local or zone)	(c) ZONE DESCRIPTION	(d) TIME OF DAY
26 August,1969	0634	Plus Five	[ ] DAY [X] NIGHT [ ] TWILIGHT

18. LOCATION OF CASUALTY (Latitude and longitude; distance and TRUE bearing from charted object; dock; anchorage; etc.)
Lat. 29°- 38' N
Long. 93°50.6 W Buoy R"4" ∅ 132° true, distance off 0.45 Mile

19. BODY OF WATER (Geographical name)	20. RULES OF THE ROAD APPLICABLE
Sabine Pass Channel	[X] INLAND [ ] GREAT LAKES [ ] WESTERN RIVERS [ ] INTERNATIONAL [ ] OTHER (Specify)

21. (a) DID CASUALTY OCCUR WHILE UNDERWAY: [X] YES [ ] NO

(b) IF YES, LAST PORT OF DEPARTURE	(c) IF YES, WHERE BOUND WHEN CASUALTY OCCURRED
Beaumont, Texas	To anchorage

22. (a) WEATHER CONDITIONS WHEN CASUALTY OCCURRED:
[ ] CLEAR [X] PARTLY CLOUDY [ ] OVERCAST [ ] FOG [ ] RAIN [ ] SNOW [ ] OTHER (Specify)

(b) VISIBILITY (Miles, yds., ft., etc.)	(c) WIND DIRECTION	(d) FORCE IN KNOTS	(e) GUSTY	(f) AIR TEMPERATURE
10 Miles	Easterly	8 - 10 kts	[X] YES [ ] NO	79/77

23. (a) SEA CONDITIONS WHEN CASUALTY OCCURRED	(b) SEA WATER TEMP (If available)	(c) HEIGHT OF SEA	(d) DIRECTION OF SEA	(e) HEIGHT OF SWELL	(f) DIRECTION OF SWELL
Slight	85	2 - 3 ft.	Easterly	3 ft.	Easterly

24. (a) NATURE OF CARGO (Specify)	(b) AMOUNT OF DRY CARGO (Long tons)	(c) AMOUNT OF BULK LIQUID (Long tons)	(d) AMOUNT OF DECK LOAD (Long tons)
Wheat	28,300	None	None

25. (a) DRAFT FORWARD	(b) DRAFT AFT
34 - 02 (Departing Beaumont)	35 - 08

26. (a) TYPES OF LIFESAVING EQUIPMENT USED, IF ANY	(b) NO. LIVES SAVED WITH LIFESAVING EQUIPMENT	(c) LIFESAVING EQUIPMENT SATISFACTORY
N/A	N/A	[ ] YES N/A [ ] NO (If no, explain in item 34)

PREVIOUS EDITIONS ARE OBSOLETE (Over)

[illegible]	0	ESTIMATED LOSS/DAMAGE TO YOUR CARGO	$ 0
[illegible]	0	ESTIMATED LOSS/DAMAGE TO OTHER PROPERTY (Specify whether vessel, dock, bridge, etc.)	$ 0

TYPE OF CASUALTY (Check one or more of the following. Give pertinent details in item 30.)

COLLISION WITH OTHER VESSEL(S) (Specify)		EXPLOSION/FIRE (Other)	
	X	GROUNDING	
COLLISION WITH FLOATING OR SUBMERGED OBJECTS		FOUNDER (Sinking)	
COLLISION WITH FIXED OBJECTS (Piers, bridges, etc.)		CAPSIZING WITHOUT SINKING	
COLLISION WITH ICE		FLOODING, SWAMPING, ETC., WITHOUT SINKING	
FAILURE OF AIDS TO NAVIGATION		HEAVY WEATHER DAMAGE	
FIRE ON (Other)		CARGO DAMAGE (No vessel damage)	
EXPLOSION/FIRE (Involving cargo)		MATERIAL FAILURE (Vessel structure)	
EXPLOSION/FIRE (Involving vessel's fuel)		MATERIAL FAILURE (Engineering machinery, including main propulsion, auxiliaries, boilers, evaporators, deck machinery, electrical, etc.)	
FIRE (Vessel's structure or equipment)		EQUIPMENT FAILURE	
EXPLOSION (Boiler and associated parts)		CASUALTY NOT NAMED ABOVE	
EXPLOSION (Pressure vessels and compressed gas cylinders)			

DESCRIPTION OF CASUALTY (Events and circumstances leading to casualty and present when it occurred. Attach diagram and additional sheets, if necessary)

East Jetty Light, Sabine Pass, 26 August, 1969

The vessel was approaching East Jetty Light, outbound, the towline to the tug parted. Shortly after the East Jetty Light was abeam to port, vessel listed slightly to starboard and veered to the right. At 0634 it was determined that the vessel was aground on the west bank of the channel between Buoys R"6" and R"4". Position of grounding: Entrance Buoy Ø 158° T, Buoy R"2" Ø 146° T, Buoy R"4" Ø 130.5 T, Buoy R"6" Ø 003°T, East Jetty Light Ø 356°T, Upper Entrance Marker Ø 339° T. Vessel's heading: 172° T. Assist grounding tug, E.K. Black, made fast aft and more tugs were called to assist in refloating vessel.

DAMAGE (Give brief general description and state if vessel is a total loss.)

All tanks sounded and found dry. Not possible to make inspection of underbody at time of this report.

III ASSISTANCE AND RECOMMENDATIONS

ALARM TRANSMITTED BY YOUR VESSEL: ☐ YES ☒ NO

(a) ASSISTANCE RENDERED BY STATIONS AND VESSELS (Include Coast Guard and other stations and vessels)

Tugs called to assist in refloating

(b) OTHER ASSISTANCE RENDERED

None

RECOMMENDATIONS FOR CORRECTIVE SAFETY MEASURES PERTINENT TO THIS CASUALTY (Include explanation of unsatisfactory lifesaving equipment)

Buoys should be placed on west side of channel to more clearly show channel.

Master

SIGNATURE Joseph Donald Black

OVERSIZE FOLDOUT(S) FOUND HERE IN
THE PRINTED EDITION OF THIS VOLUME
ARE FOUND FOLLOWING THE LAST PAGE
OF TEXT IN THIS MICROFICHE EDITION

SEE FOLDOUT NO 1

Plaintiff's Exhibit 6

Chart 1279

OVERSIZE FOLDOUT(S) FOUND HERE IN
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SEE FOLDOUT NO 2

Plaintiff's Exhibit 7

Tug Company Chart

Plaintiff's Exhibit 8 PAGES 66a - 71a

Port Log

PORT LOG FOR BEAUMONT & PORT ARTHUR

8

S. T. "AVENGER"

INBOUND FROM ISTANBUL, TURKEY

LOADING A FULL CARGO OF BULK WHEAT

OUTBOUND FOR INDIA, CHARTERING OPTIONS

1969 JULY 23, WEDNESDAY	0945	PILOT ONBOARD PROCEEDED INBOUND
	0942	VESSEL DOCKED CITY DOCK NO. FOUR LAY-BERTH
		BUNKERS: 2,547 BBLS. WATER : 1,105 TONS DRAFT : 7.00 FWD 23.06 AFT TUGS : "E.M.BLACK" & "M.W. STORMS"
	0950/1055	VESSEL CLEARING QUARANTINE
		VESSEL CLEANING TANKS
JULY 24, THURSDAY		VESSEL CLEANING TANKS
	1700/1815	VESSEL SHIFTING FROM NO. 6 TO CSW (VSL DEAD) TUGS: STELLA II - E.M. BLACK - ARES
		VESSEL CLEANING TANKS
JULY 25, FRIDAY		VESSEL CLEANING TANKS
	2130	VESSLE PASSED BY BEAUMONT BOARD OF TRADE WEEVIL INSPECTOR
JULY 26, SATURDAY	1130	VESSEL PASSED BY NCB SURVEYOR & NOTICE OF READINESS TENDERED
	1135	NOTICE OF READINESS ACCEPTED
		VESSEL IDLE, NO OVERTIME ORDERED
JULY 27, SUNDAY		VESSEL IDLE, NO OVERTIME ORDERED
JULY 28, MONDAY	0600/0720	VESSEL SHIFTING FROM CARROLL STREET WHARF TO GRAIN ELEVATOR TUGS: M.W. STORMS - STELLA II
	0800/0915	STANDBY FOR CREW TO REMOVE SHIPS ANTENNA
	0915	COMMENCED LOADING
	0915/1200	LOADING BULK WHEAT
	1200/1300	MEAL HOUR
	1300/1700	LOADING BULK WHEAT
	1700	KNOCKED OFF FOR DAY
		LOADED TODAY. 3,089.29 LONG TONS
JULY 29, TUESDAY	0900	RESUMED LOADING
	0800/1200	LOADING BULK WHEAT
	1200/1300	MEAL HOUR
	1300/1700	LOADING BULK WHEAT
	1700	KNOCKED OFF FOR DAY - LOADED: 5,544.64 LTONS
JULY 30, WEDNESDAY	0800	RESUMED LOADING
	0800/1200	LOADING BULK WHEAT
	1200/1300	MEAL HOUR
	1300/1700	LOADING BULK WHEAT
	1700	KNOCKED OFF FOR DAY
		LOADED TODAY: 5,598.21 LONG TONS
JULY 31, THURSDAY	0800	RESUMED LOADING
	0800/1200	LOADING BULK WHEAT
	1200/1300	MEAL HOUR
	1300/1700	LOADING BULK WHEAT
	1700	KNOCKED OFF FOR DAY
		LOADED TODAY: 7,741.07 LONG TONS

1962

AUGUST 1, FRIDAY	0000	RESUMED LOADING
	0800/1125	LOADING BULK WHEAT
	1125	LOADING COMPLETED, ALL CARGO ONBOARD
	1200	GANGS KNOCKED OFF
		LOADED TODAY: 1,326.79 LONG TONS
		TOTAL CARGO LOADED: 28,300 LTONS
AUGUST 2, SATURDAY		VESSEL UNDERGOING REPAIRS
AUGUST 3, SUNDAY		VESSEL UNDERGOING REPAIRS
AUGUST 4, MONDAY	0500/0725	VESSEL SHIFTING FROM ELEVATOR TO CSW (VSL DEAD TUGS: M.W. STORMS - STELLA - E.M. BLACK
AUGUST 5, TUESDAY THRU AUGUST 16		VESSEL UNDERGOING REPAIRS
AUGUST 17, SUNDAY	1100/1130	VESSEL SHIFTING ASTERN 60 FT. (DEAD) NO TUGS
AUGUST 18, THRU AUGUST 21		VESSEL UNDERGOING REPAIRS
AUGUST 22 FRIDAY	0915/0935	VESSEL SHIFTING 60 FT. AHEAD (DEAD) NO TUGS
		VESSEL UNDERGOING REPAIRS VESSEL UNDERGOING REPAIRS
AUGUST 23 THRU AUGUST 24		VESSEL UNDERGOING REPAIRS
AUGUST 25, MONDAY		VESSEL UNDERGOING REPAIRS
	2140	VESSEL DEPARTING BEAUMONT TO SABINE ANCHORAGE TUGS: "STELLA II"
AUGUST 26, TUESDAY	0020/0040	VESSEL AGROUND 3 TUGS ASSEST VESSEL AT MAGPETCO BEND TUGS: M.W. STORMS - STELLA - ARES
	0245	1 TUG ASST. VESSEL ON HOWSER FROM PLEASURE PIER BRIDGE TO NO. 4 SEA BUOY TUGS: E. M. BLACK
	0305	VESSEL PASSING GULFGATE BRIDGE SEAWARD.
	0634	THE LINE ON TUG, E.M. BLACK PARTED AND VESSEL OPERATING AR REDUCED POWER WAS CARRIED ONTO WEST BANK OF CHANNEL BETWEEN BUOY NO, 6 & 4 PILOT J.W. THROCKMORTAN ACNBOARD - DEPTH OF WATER 28 FT.
	0640	TUG E.M. BLACK, FAST AFT.
	0810	TUG E.M. BLACK, SHIFTS FWD.
	0945	TUG, STELLA II, FAST STBD
	1000	TUG, ARES, STBD, QTR.
	1002	COMMENCE REFLOATING OPERATION USING TUGS AND VESSEL'S ENGINE
	1220	TUG J.C. ANDRIES ALONG SIDE WITH REPAIRMEN & PORT CAPTAIN - COMMENCED TRANSFERING BUNKER FWD.
	1530	TUG, HERMES, FAST STBD,SIDE
	1734	TUG, TROJAN, FAST AFT
	1820	PILOT H.E. WEAVER RELIVED PILOT J.W. THROCKMARTON
	2054	TUGS DISMISSED FOR NIGHT DUE TO HEAVY SEAS
AUGUST 27, WEDNESDAY	0637	PILOT J.W. THROCKMARTON RELIVED PILOT H.E. WEAVER
	0834	TUGS, E.M. BLACK AND STELLA II, FAST STBD SIDS
	0850	TUG, HERMES, FAST STBD SIDE
	0900	TUG, TROJAN, FAST STDD SIDE
	0903	COMMENCED REFLOATING MANUVERS.
	0920	TUG, ARES,FAST STBD SIDE
	1400	MASTER DECLARES THAT ALL EFFORTS TO REFLOAT VESSEL WITH SHIP'S POWER AND TUGS PRESENTLY AVAILABLE TO NO AVAIL

AUGUST 28, THURSDAY	1630	TUGS "HERMES", "ARES", "STELLA II", & "E.M.BLACK" COMMENCED MAKING FAST
	1635	PILOTS, J.W.THROCKMORTON AND S. W. LEVINGSTON ABOARD
	1650	STEERING ENGINES TESTED AND FOUND O.K.
	1740	DISMISSED PILOTS AND TUGS AS PER INSTRUCTIONS FROM PORT CAPTAIN
	1741	CHIEF MATE INFORMED BRIDGE THAT TOW LINE FROM TUG, "E.M.BLACK" PARTED AND CAUGHT IN SHIP'S PROPELLER
AUGUST 29, FRIDAY	0840	CHIEF MATE REPORTED PROPELLER WAS CLEAR OF LINE, ENGINE ROOM NOTIFIED
AUGUST 30, SATURDAY		NO REFLOATING OPERATIONS PERFORMED
AUGUST 31, SUNDAY	1300/1700	EXTRA LABOR OVERTIME SUPPLIED VESSEL FOR LOADING VAC-U-VATORS TO BARGE TO BE TRANSPORTED TO ABOVE VESSEL, ALSO SECURING SAME
	1455	TUG, "J. HARRIS MASTERSON", AND BARGE H-1 ALONGSIDE MIDSHIP STBD. SIDE
	1535	BARGE H-1 IN PLACE, SECURE TO RECEIVE CARGO
	1716	COMMENCED TO DISCHARGE CARGO TO BARGE FROM #5 CENTER
	1720	MOTOR FAILURE, STOPPED DISCHARGING OPERATIONS
	1743	RESUMED DISCHARGING OPERATIONS
	1850	TUG, "E.M.BLACK" AND BARGE WITH FOUR VAC-U-VATORS ALONGSIDE
	2020	GUY ON FWD. STBD. BOOM BROKE CAUSING VAC-U-VATOR TO FALL APPROXIMATELY 4 FEET TO DECK LANDING BETWEEN HATCHES CAUSING SOME DAMAGE
	2300	TWO VAC-U-VATORS UNLOADED FROM BARGE. CREW KNOCKED OFF
	2305	STOPPED DISCHARGING #5 CENTER DUE TO BREAKDOWN
SEPTEMBER 1, MONDAY	0930	SHIFTED GRAIN BARGE FWD 75 FT. SHIFTED TUG, "E.M.BLACK" AND BARGE TO AFT. STBD. BOOM TO UNLOAD TWO VAC-U-VATORS
	1145	ALL VAC-U-VATORS ONBOARD
	1450	TUG, "E.M.BLACK" & BARGE AWAY
	1600	CREW AND SHORE PERSONNEL WORKING ON VAC-U-VATORS
	1608	COMMENCED DISCHARGING CARGO #7 CENTER INTO BARGE ONE VAC-U-VATOR AFT.
	1627	SECOND VAC-U-VATOR IN OPERATION AFT. COMMENCED DISCHARGING #5 CENTER INTO BARGE
	1725	THIRD VAC-U-VATOR IN OPERATION AFT. COMMENCED DISCHARGING #3 CENTER INTO BARGE
	1845	COMMENCED DISCHARGING #3 CENTER FWD.
	2250	STOPPED DISCHARGING #5 CENTER, WORKING ON VAC-U-VATOR
		CONTINUOUS DISCHARGING #3-5-7-9 CENTERS
SEPTEMBER 2, TUESDAY	0800	STOPPED ALL DISCHARGING OPERATIONS. PILOT J.W.THROCKMORTON ONBOARD.
	0850	TUG, "STELLA II" FAST STBD. QUARTER
	0855	TUGS, "E.M.BLACK" & "J. HARRIS MASTERSON" FAST PORT QUARTER
	0858	COMMENCED MANEUVERS TO REFLOAT VESSEL WHILE AWAITING TWO BIG TUGS
	1330	RESUMED DISCHARGING #3 CENTER TANK
	1335	SHIFT TUG "STELLA II" TO PORT QUARTER
	1415	LET GO TUGS AFT.
	1435	TUGS START HAULING OUT PORT ANCHOR TO POSITION ON PORT QUARTER

SEPTEMBER 2, TUESDAY	1440	STARTED ON ANCHOR PARAID AND ANCHOR DROPPED
	1500	STARTED WALKING OUT POWR ANCHOR
	1535	SET GO POWR ANCHOR FROM TUG, B.M. BLACK EIGHT SHOTS IN WATER
	1545	TUGS COMMENCED MAKING UP AFT
	1605	COMMENCED MANOUVRES TO REPLOAT VESSEL USING TUGS PIGGINS, AND HEAVING AND LEVERING GO ANCHOR AHEAD/ASTERN
	2040	STARTED DISCHARGING
	2120	TUG, LEAD HORSE, FAST ASTERN WITH TOWING WIRE
	2135	TUG, J. HARRIS MASTERSON, AWAY WITH WHEAT BARGE
SEPTEMBER 3, WEDNESDAY		CONTINUOUS MANUVERS TO REFLOAT VESSEL
	1635	PILOT S.H. LEVINGSTON, RELIEVED PILOT J.W. THROCKMORTON
	1815	TUG, LEAD HORSE AWAY FOR ANOTHER JOB.
SEPTEMBER 4, THURSDAY		CONTINUOUS MANUVERS TO REFLOAT VESSEL
	0320	CEASE OPERATIONS DUE TO LACK OF DISTILLED WATER AS SHIP TUGS AND PILOT DISMISSED MASTERS ORDERS
		VESSEL IDLE
SEPTEMBER 5, FRIDAY		VESSEL IDLE
	0800/0855	DEADTIME LABOR INCURRED ACCOUNT SPOTTING BARGE H-1 INTO CARGILL GRAIN ELEVATOR
	0855/0955	LABOR SUPPLIED VESSEL FOR DISCHARGING BARGE H-1 INTO C/SGILL GRAIN ELEVATOR
	0955/1030	DEADTIME
	1030/1055	DISCHARGING CARGO
	1055/1125	DEADTIME
	1125/1200	DISCHARGING CARGO
	1300/1425	DEADTIME
	1425/1505	DISCHARGING CARGO
	1505/1520	DEADTIME
	1520/1645	DISCHARGING CARGO
	1645/1700	DEADTIME
	1700/1730	OVERTIME DEADTIME
	1730/1900	OVERTIME DISCHARGING CARGO
	1900/1910	OVERTIME DEADTIME
	1910/1950	OVERTIME DISCHARGING CARGO
	1950/2115	OVERTIME DEADTIME
	2115/2200	OVERTIME DISCHARGING CARGO
	2200/2225	OVERTIME DEADTIME
	2225/2240	OVERTIME DISCHARGING CARGO
	2240/2300	OVERTIME DEADTIME
	2300/2400	OVERTIME DISCHARGING CARGO
SEPTEMBER 6, SATURDAY	0001/0030	OVERTIME DISCHARGING CARGO
	0830	TUG, J. HARRIS MASTERSON ALONGSIDE WITH BARGE H-1
	0930	TUG, MANTA, FAST ASTERN WITH TOWING WIRE START FULL
	1015	STARTED DISCHARGING NO. 1 CENTER WITH 2 VAC-U-VATORS
	1105	STARTED DISCHARGING NO. 7 & NO. 9 CENTER
		CONTINUOUS DISCHARGING
SEPTEMBER 7, SUNDAY	0400	TUG, J. HARRIS MASTERSON AWAY TO ASSIST DREDGE T VESSEL
	1310	TUG, MANTA, LET GO AFT, SECURING STBD SIDE MIDSHIP
	1330	DREDGE ARMADILLO II ARRIVED OFF VESSELS STERN IN TOW BY TUG J. HARRIS MASTERSON
	1405	BARGE H-1 FILLED & ALL DISCHARGING STOPPED
	1505	TUG J. HARRIS MASTERSON, AWAY WITH BARGE H-1
	1520	TUG, MANTA, FAST STBD SIDE COMMENCED DREDGING
	1900	TUG, MANTA, AWAY TO ASSIST MOVING DREDGING PIPE
	2005	DREDGING STOPPED DUE TO GUSTY WINDS & HEAVY SEAS
	2230	TUG, MANTA, FAST ALONGSIDE STBD SIDE
	2235	DREDGING OPERATION RESUMES AS BEFORE

SEPTEMBER 8, MONDAY		CONTINUOUS LOADING OPERATIONS
	1040	DREDGING OPERATIONS STOPPED TO MAKE MINOR REPAIR TO PUMP
	1135	RESUMED DREDGING
	1245	TUG, PIKE, FAST PORT SIDE, HUDSHIP
	1300	TUG, GRAMPAS, ARRIVED STANDING BY
	1348	TUG, MANDA, SHIFTED TO SBED BCM
	1440	TUG, GRAMPAS, FAST PORT SIDE
	1515	PILOT TERRICHIOSTOCH RELIEVED BY PILOT BELLGARD
	1520	TUG, J. HARRIS MASTERSON, STANDING BY DREDGE
	1930	PILOT BELLGARD RELIEVED BY PILOT TERRICHIOSTOCH
	2105	DREDGE SHIFTED FOR INCOMING ANCHOR CABLE
	2202	MANNA, AMARILLO IX, CLEAR OF SHIP
	2332	COMMENCE REFLOATING OPERATIONS USING TUGS.
SEPTEMBER 9, TUESDAY	0000	TUG, MANDA, FAST PORT QTR. TUG GRAMPAS, FAST PORT QTR.
	0043	TUG PIKE, FAST TO SBED QTR.
	0045	TUG J. HARRIS MASTERSON, FAST TO SBED QTR
		VARIOUS MANUVERS USING TUGS & DREDGE TO REFLOAT VESSEL
	0322	VESSEL AFLOAT
	0330	SHIFTED TUG, PIKE & J. HARRIS MASTERSON TO SBED BOW.
	0353	ANCHOR AWAY PROCEEDING TOWARD SPA BUOY TO TURN VESSEL FOR RE-ENTERING CHANNEL
	0449	TUG, MANDA, AWAY.
	0530	PILOT TERRICHIOSTOCH RELIEVED BY PILOT LEVINGSTON
	0650	TUG,J. HARRIS MASTERSON AWAY
	0705	UNDERWAY TO SEEKE ANCHORAGE
	0828	TUG, MANDA, AWAY
	0851	LET GO PORT ANCHOR
	0853	TUG GRAMPAS AWAY
	0855	LET GO STBD ANCHOR
	0925	TUG, BLACK ALONGSIDE WITH GRAIN BARGE
	0935	PILOT LEVINGSTON AWAY
	0950	U.S. COAST GUARD ONBOARD
	1145	U.S. COAST GUARD AWAY
	1310	MR. SHAW-US SALVAGE, LT. W. GREEN USCG (MARINE MERCHANT INSPECTION) PERSONAL MILLIGAN (COASTAL INSPECTION & DIVING CO.) MADE DIVING INSPECTI MADE DIVING INSPECTION OF STERN & PROPELLER
	1359	DIVING INSPECTION COMPLETED NO DAMAGE FOUND
	1400	AIS OFFICIAL MR. SHERLOCK & FT ENGR. BOARD ONBOARD
	1425	MR. H. MILLIGAN COASTAL INSPECTOR & DIVING AWAY
	1615	USCG:, INSPECTOR & MR. SHAW AWAY
	1900	RESUMED LOADING CARGO
		CARGILL GRAIN ELEVATOR
	1300/1630	DEMURRAGE LABOR INCURRED AWAITING BARGE AJ. 59-B TO ARRIVE AT CARGILL ELEVATOR DOCK FOR RE-LOADING GRAIN
	1630/1700	LABOR SUPPLIED VESSEL FOR RELOADING GRAIN FROM CARGILL ELEVATOR TO BARGE A J. 59-B
	1700/1830	OVERTIME LABOR SUPPLIED VESSEL FOR RELOADING GRAIN FROM CARGILL ELEVATOR TO BARGE A J. 59-B
	2400	CONTINUOUS LOADING OPERATIONS
SEPTEMBER 10, WEDNESDAY	0700	BARGE AJ 59-B DISPATCHED TO CARGILL TO RELOAD GRAIN TO BE PLACED BACK ONBOARD VESSEL
	1300	WATER BARGE FAST PORT AFT.
	1625	FUEL BARGE FAST PORT SIDE
	1800	STOPPED LOADING GRAIN
	1835	FUEL BARGE AWAY
SEPTEMBER 11, THURSDAY	0745	RESUME LOADING
	1150	CAPTAIN LOUIS PITI FROM L.J. STUMBS DIVING CO. AND DIVERS ABOARD
	1200	CONTINUOUS LOADING
	1300	PILOT ELLIS, LT. W.H. BLANCHARD U.S.C.G. MARINE INSPECTOR ABOARD

S.S. "ARCHER" PORT LOG PAGE SIX

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1962

SEPTEMBER 11, THURSDAY

1500 DIVERS IN WATER CHECKING SHIPS HULL
1525 DIVER UP & CLEAR OF SHIP COULDNT CHECK BOTTOM DUE TO SEAWEED FOUND
1600 STANDBY LOADING - BARGE AWAY
2000 STANDBY FOR DIVERS UNDER PILOT ORDERS
2355 DIVING OPERATIONS COMPLETE
2357 BOAT AWAY

SEPTEMBER 12, FRIDAY

0006 STANDBY HEAVING ANCHOR
0011 ANCHOR AWAY
0048 DROPPED PORT ANCHOR
0056 AND 60 SHED ANCHOR
0104 TUG, SIERRA II AWAY
0109 PILOT AWAY
0150 TUG E.M. BLACK, ARRIVED WITH GRAIN BARGE
0200 TUG, MARATHON, WITH 2ND GRAIN BARGE
1620 N.C.B. REPRESENTATIVES ABOARD

SEPTEMBER 13, SATURDAY

0335 FINAL LOADING GRAIN FROM BARGE B-1 & COMMENCE CLEANING OF BARGE
0415 BARGE B-1 INSPECTED AND ALL HOLDS FOUND CLEAN & DRY AND IN SUCH CONDITION ACCEPTED BY CAPT. BERNARD BENOIT TUG, J. HARRIS MACKERSON, FOR REMOVAL TO OWNERS AS PER TERMS OF THE CHARTER PARTY
0720 TUG, J. HARRIS MACKERSON AWAY WITH BARGE B-1
START LOADING GRAIN FROM BARGE A.J. 59-B

SEPTEMBER 14, SUNDAY

LOADING
2330 COMPLETED LOADING CARGO FROM AJ 59-B

SEPTEMBER 15, MONDAY

0145 TUG STORMS ALONGSIDE WITH FLAT BARGE
0325 TUG M.W. STORMS AWAY WITH BARGE 59-B
0700 BARGE EMPTY RELEASED TO OWNERS
0800 MEN GANG DISCHARGE ALL CARGO HANDLING GEAR MACHINES, PIPES & ETC.
1710 TUG M.W. STORMS DEPARTED WITH FLAT BARGE OF VAC-U-VATORS

SEPTEMBER 16, TUESDAY

0800/1200 MEXICA LABOR SUPPLIED VESSEL FOR DISCHARGING VAC-U-VATORS FROM BARGE TO DOCK AND RELOADED ON TRUK FOR RESHIPMENT TO MARINE VAC, CORP. HOUSTON, TEXAS

SEPTEMBER 17 THRU OCTOBER 2

VESSEL AT SABINE ANCHORAGE EFFECTING ENGINE REPAIRS. LAUNCH SERVICE PROVIDED VESSEL BY RADAT II AND BULK WATER.

OCTOBER 3, FRIDAY

0100 VESSEL SAILED SABINE, TEXAS FOR BOMBAY, INDIA

BUNKERS: 4100 BBLS.
WATER : 125 TONS
DRAFT : 33-08 FWD 34-03 AFT
TUG : "E.M. BLACK"

BEST COPY AVAILABLE

Plaintiff's Exhibit 10 PAGES 72a - 74a

Engine Department Repair List

Crawford Ex. 2-A
and Ex 10

S. S. AVENGER VOYAGE #3

Engine Dept. Repair List

ne Feed Water Regulators and Combustion Board checked and any needed repairs made.

Item #2

Out

Item #3

Have Generator Govenors set and controls put in working order.

Item #4

1. Evaporators renew 4 feet of 3 inch line water service to Evap. both Evap.
2. Renew or repair two 3 inch gate valves for water service inlet both Evap. Valves are 7-1/8 inch face to face, four bolts, 6 inch bolt circle.
3. Renew or repair 2 inch straight valve non-return Skin Valve for Brine overboard discharge on Evap.

Item #5 Aux. Generators

1. Renew one 3 inch gate valve with welded joint Aux. Condensate crossover.
2. Renew two 1-1/2 inch globe valves flanged with welded joint cut off valves Aux. recirculating water.
3. Renew two 2 inch cutoff valves flanged with welded joints, vacuum drag line from drain tank to Aux. Condensers.
4. Renew two 1 inch Condensate Pump Vent valves flanged with welded joints.
5. Renew two 3 inch Gate valves flanged with welded joints Aux. Condensate suction valves.

S. S. AVENGER VOYAGE #3

Engine Dept. Repair List

Item #6 Main Condenser

1. Renew or repair one 2 inch flanged straight recirculating valve.
2. Renew one 1-1/2 inch valve first stage heater vent flanged.
3. Renew two 1-1/2 inch valves condensate pumps.
4. Renew two 1-1/2 inch straight drain valve vacuum drag.

Item #7 Sanitary Line

1. Renew ten feet 3 inch line from pump to tank.

Item #8 Atmosphere Drain Tank Pump

1. Align and overhaul old pump or replace with another type pump.

Item #9 Cargo Pumps

1. Rebuild turbine end replace bearing on two stbd. pumps and align. Also #4 Port.
2. Check governors on three pumps.
3. Replace mechanical seals on two stbd. pumps and the seals on #4 Port pump.
4. Turbine wheels on #2 and #3 made fast on shaft and balance.

Item #9

1. Put stripping Pumps in operation in Pump Room.

Item #10

1. Repair holes in suction line from cargo tanks. Leak in #3 and #5.

Item #11

Forward pump room sea suction valve to bilge pump sea suction and bilge suction manifold froze. Lever type valve need to be freed.

Item #12

Rebuilt pump end of Stbd. Main Condensate Pump.

S. S. AVENGER VOYAGE #3

Engine Dept. Repair List

Item #13

Replace or repair shaft to Water service pump electric motor end.

Item #14

Rebuild Brine Pump for Evaporator and build up shaft on spare motor.

Item #15

Send multimeter and Megger to be repaired.

Plaintiff's Exhibit 11 PAGES 75a - 88a

Repair Invoice No. 7-152

INVOICE

75a

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

SOLD TO S/S AVENGER AND/OR OWNERS, OPERATORS, CHARTERERS AND AGENTS.
[illegible] CARRIERS CORPORATION,
17 BATTERY PLACE,
NEW YORK, NEW YORK.

8 jobs

WE CONTRACT ONLY UNDER THE FOLLOWING TERMS, APPLICABLE TO EVERY CONTRACT:
ALL PRICES QUOTED ARE FOR IMMEDIATE ACCEPTANCE. ALL BILLS DUE AND PAYABLE WITHIN 30 DAYS IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS.
IN THE CASE OF A VESSEL, WE HAVE A PREFERRED LIEN UPON THE VESSEL FOR OUR BILLS! ALL CONTRACTS OR WORK ORDERS ARE SUBJECT, WITHOUT RESPONSIBILITY ON OUR PART, FOR DAMAGE OR DELAY IN CASE OF STRIKE OR LABOR DIFFICULTIES, ACCIDENTS, EQUIPMENT FAILURE, OR FIRE OR EXPLOSION OR CAUSES BEYOND OUR CONTROL.
LIABILITY IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIAL IS LIMITED STRICTLY TO THE PROPER REPLACEMENT BY US THEREOF. ANY AND ALL CLAIMS MUST BE IN OUR HANDS IN WRITING WITHIN 30 DAYS AFTER WORK IS COMPLETED. WE ARE NOT RESPONSIBLE FOR ANY CARGO, EQUIPMENT, MATERIAL, PARTS [illegible] STORED, HANDLED, STOWED, SHIPPED, OR ALTERED BY US.
FURTHERMORE, WE UNDERTAKE TO PERFORM WORK AND/OR PROVIDE PUBLIC OR PRIVATE DOCK, WHARFAGE, TONNAGE, AND OTHER SERVICES AND FACILITIES SOLELY UPON CONDITION THAT WE SHALL NOT BE LIABLE IN RESPECT TO ANY ONE VESSEL OR JOB, DIRECTLY OR INDIRECTLY IN CONTRACT, TORT, OR OTHERWISE, TO OWNERS CHARTERERS, UNDERWRITERS, ETC. FOR ANY INJURY, LOSS, OR DAMAGE TO SUCH VESSEL, ITS CARGO, EQUIPMENT OR MOVABLE STORES, OR FOR ALL CONSEQUENCES THEREOF, UNLESS SUCH INJURY IS CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AND IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR DAMAGE SUSTAINED BY THEM, AS A RESULT OF SUCH INJURY, OR SUCH DEFECTIVE WORKMANSHIP OR MATERIAL, EXCEED THE SUM OF $300,000.
IN CONNECTION WITH THE ACCIDENT AND/OR INDEMNITY AND OR INSURANCE CLAUSES, IF ANY, CONTAINED IN YOUR SPECIFICATIONS, RELATING TO LIABILITY FOR PERSONAL INJURIES, INCLUDING DEATH, OR FOR DAMAGE TO PROPERTY OF THIRD PARTIES, PLEASE NOTE THAT WE DO NOT AGREE TO BARE IN SO FAR AS THEY [illegible] FAIL TO IMPOSE ANY LIABILITY OR ANY OBLIGATIONS TO TAKE OUT OR MAINTAIN INSURANCE BEYOND THE LIABILITIES OR THE OBLIGATIONS TO INSURE IMPOSED UPON US BY LAW.
ANY CLAUSES IN CUSTOMER'S INSTRUCTIONS OR SPECIFICATIONS WHICH SEEK TO ALTER OR ADD TO THE FOREGOING IN ANY RESPECT WILL NOT BE ACCEPTED. ADDITIONAL LIABILITIES WILL BE ASSUMED BY US UPON REQUEST IF AN AGREEMENT IN WRITING STATING THE EXTENT OF SUCH LIABILITIES AS ENTERED INTO BETWEEN THE OWNERS OF THE VESSEL AND OUR INSURANCE BROKERS BEFORE THE VESSEL ENTERS OUR YARD OR IS MADE AVAILABLE ELSEWHERE FOR OUR WORK AND AN APPROPRIATE ADJUSTMENT MADE IN THE PRICE.

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S/S AVENGER

Work Started:
Work Completed:

[illegible]ctor hereby faithfully agrees to furnish necessary labor, [illegible] and/or equipment to carry out and complete the following [illegible]re[illegible]ls, replacements and/or services to the S/S AVENGER [illegible] otherwise specifically directed while the vessel is docked at [illegible]t City Docks, Beaumont, Texas.

[illegible] AND STARBOARD BOILER WATER REGULATORS AND COMBUSTION CONTROLS

[illegible]rnish services of vendors representative and completely service, [illegible], repair [illegible]rt and starboard feed water combustion controls [illegible] and Cons[illegible] Regulator in their entirety. Furnish new parts [illegible] required, [illegible] all adjustments and place entire combustion [illegible]ols in good serviceable condition satisfactory to Owner's [illegible]entative. $1,[illegible]

[illegible] EVAPORATOR VALVES AND PIPING

(1) [illegible]
[illegible] removals as required for recess to accomplish the following repairs. Remove two (2) defective sections shaped and flanged 3" water service [illegible] to [illegible]t water evaporator, deliver to the shop for pattern. [illegible]ect [illegible]rnats as necessary to fabricate two (2) new shaped and flanged sections approximately 3" x 4' feet [illegible]ch as per sample. Deliver to the vessel, install to place with new bolts, nuts and gaskets.

(2) [illegible]
[illegible] 3" x 150# gate valves on inlet water [illegible] lines.

Crawford Q. # 3
8-28-75 - 11 A.M.

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DASEAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

PLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

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ITEM 7 CONTINUED - SALTWATER EVAPORATOR VALVES AND PIPING

(C) BRINE OVERBOARD DISCHARGE LINE VALVES
Remove and renew one (1) 2-1/2" x 150# angle globe valve, two (2) 2" x 150# non-return skin valves on brine overboard discharge line. Replace all renewals as original. $ 885.0

AUXILLIARY GENERATOR COOLING WATER SUCTION LINES AND VALVES

Make removals as required to disconnect and remove one (1) defective section 3" cooling water suction line to auxilliary generator including three (3) defective 3" gate valves to the shop. Erect target and fabricate one (1) new 3" x 8" double shaped and flanged section, with one (1) 3" x 6" flanged offsetter using old pipe as sample. Deliver new pipe and three (3) new 3" x 150# gate valves to the vessel, install to place with new gaskets, bolts and nuts. Replace all renewals as original. 830.0

FORWARD GENERATOR TURBINE GOVERNOR

Remove governor assembly from forward generator turbine in its entirety. Disassemble in its entirety clean, inspect, renew and renew defective parts with vessel furnished spare parts where available, repair and/or rebuild parts unavailable from vessel's stores. Reassemble and reinstall governor to place on turbine. After steam has been raised and plant cut in start up generator make adjustments as required while turbine is under load. 360.0

Note: All work to be accomplished under direct supervision of Westinghouse Representative.

CARGO PUMP TURBINE (NO.4)

Make necessary removals in way of No.4 cargo pump turbine for access. Remove turbine and gear casing for complete examination and repairs. Remove turbine and gear rotating elements from vessel to Westinghouse Electric Apparatus Repair Shop, Houston, Texas, for repairs. After repairs have been completed in shop, take delivery of repaired element deliver to the vessel, rig to engine room, install to place. Close gear and turbine casing as original ready for service. After steam has been raised and plant placed in service test in operation, make adjustments as required. Replace all renewals as original. 498.0

Note: All work to be accomplished under direct supervision of Westinghouse Service Engineer.

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COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Vessel. S/S AVENGER AND/OR OWNERS.

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[illegible] STEAM CHEST VALVE ASSEMBLY NO.4 CARGO PUMP TURBINE	
Make necessary removals in way of governor and steam chest assembly No.4 cargo pump turbine for access. Disconnect and remove assembly from turbine, disassemble and clean for complete examination and repairs. After repairs have been satisfactorily accomplished reassemble install to place on turbine as original. After steam has been raised and plant has been placed in service test in operation make adjustments as required to prove satisfactory. Replace all removals as original.	$ 546.00
Note: All repairs to be accomplished under direct supervision of Westinghouse Representative.	
[illegible] LINE VALVES AUXILLIARY GENERATORS	
Remove and renew the following globe valves in recirculating line to auxilliary generators, one (1) 1-1/2" x 150#, one (1) 2" x 150#, one (1) 2-1/2" x 150# flanged globe valves to be renewed.	570.00
[illegible] LINE VALVES TO AUXILLIARY CONDENSERS	
Remove and renew two (2) 2" x 150# vacuum drag line from drain tank to auxilliary condensers.	525.00
[illegible] PUMP VENT LINE VALVES	
Remove and renew two (2) 1" x 150# flanged, and two (2) 1" x 150# socket weld valves in condensate pump vent line.	884.00
[illegible] CONDENSER AUXILLIARY PIPING VALVES	
Remove and renew the following auxilliary piping valves to main condenser. One (1) 2" x 150# flanged globe valve recirculating line, one (1) 1-1/2" x 150# flanged globe valve to 1st stage heater vent line, two (2) 1-1/2" x 150# socket weld globe valves to condensate pumps, two (2) 1-1/2" x 150# screwed globe drain valves in vacuum drag.	905.00
[illegible] LINE RENEWAL	
Make necessary removals in way of one (1) defective shaped section sanitary line remove to the shop for pattern. Erect target to fabricate one (1) new 3" x 10' section pipe flanged each end, five (5) shapes and/or bends, with one (1) 1" x 2" threaded offsticker deliver new piping to the vessel install to place with new gaskets, bolts and nuts.	464.00
Note: Furnish and install temporary flexible hose in line while old line is out of service while new pipe is being fabricated.	

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COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

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CUTTING CREW Furnish one (1) foreman and fifteen (15) men to handle lines while vessel shifts from Carrol Street Wharf to Grain Elevator dock due to vessel not having crew.	640.00
CARGO LINE PLATES AFTER PUMP ROOM Open cut two (2) flanges in cargo lines after pump room. Furnish and install two (2) pan cake blanks in line as required by National Cargo Bureau Surveyor for loading grain cargo.	484.00
ATMOSPHERIC DRAIN TANK PUMPS (TWO) Disconnect and remove one (1) deep well type atmospheric drain tank pump deliver to the shop for repairs. Disassemble pump in its entirety, remove impellor shaft from pump. Check shaft in lathe for wear. Machine lower casing ring. Build up impeller shaft in way of lower bearing bushing fit and machine to size. Machine and re-face both coupling faces. Reassemble pump in shop, deliver to the vessel, install to place make up all connections. After steam has been raised and vessel's plant is place in operation, test in operation prove satisfactory.	781.00
(A) NEW PUMP Furnish and install one (1) new (Type CH-428-X) Fairbanks Morse pump in lieu of one (1) pump found beyond repair.	

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STEAM STRIPPING PUMPS (2) NATIONAL TRANSIT (LIQUID ENDS)	
Make necessary renovals in way of two (2) steam stripping pumps located after pump room for access. Open up steam and liquid ends of both pumps for complete examination and repairs. Furnish necessary [illegible]liers and rigging to renove two (2) cylinder liners from liquid ends of each pump. Renove liquid plungers to the shop, build up and machine liquid plungers for proper plunger to liner clearances to suit new liners. Furnish and install four (4) new bronze liners in lieu of defective liners. Renew and fit new "Celeron" liquid piston rings, furnish vessel with one (1) set of rings for spares. Resurface suction and discharge liquid valve seats. Clean free up, grind and/or machine seat and disc, rejoint and reset for proper relieving pressure pump discharge relief valve. Close up steam and liquid ends of both pumps weth new gasket, bolts, nutt and/or studs. Reset pump stroke and valve linkage and preve pumps in good working order. After completion of all work replace renovals as original.	$ 5,080.00
MAIN CONDENSATE PUMP OUTBOARD (ONE)	
Make necessary renovals as required for access to accomplish the following ropairs. Open up one (1) main condensate pump for complete examination of rotating element, casing and bearings. Disconnect and remove rotating impeller rotating element to the shop. Disassemble and strip impeller rotating element shaft, check shaft for true in lathe. Renew shaft packing sleeves. Machine casing rings, renew impeller wear rings allowing original casing/impeller ring clearances. Machine true intermediate sleeve and rebush channel ring bearing retaining nut. Reassemble in shop, return to the vessel, install to place in pump. Close up pump in good order and alignment. Replace all renovals as original.	598.00
WATER SERVICE PUMP ELECTRIC MOTOR END	
Take delivery of one (1) water service pump electric motor end renove to shop for repairs. Vee out and reweld and machine motor armature shaft in way of previous weld. After completion of repairs deliver to the vessel's Chief Engineer.	217.00
EVAPORATOR BRINE PUMP AND MOTOR ASSEMBLY	
Disconnect and remove evaporator brine pump and motor assembly to the shop for repairs. Disassemble pump and clean for examination. Make repairs as required to pumps, build up and machine armature shaft in way of bearing fit. Reassemble pump in shop return to the vessel, install to place. Make up all mechanical and electrical connections test in operation preve satisfactory.	212.00

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SPARE EVAPORATOR BRINE PUMP MOTOR

Take delivery of vessel's spare brine pump motor assembly deliver to the shop. Build up armature shaft by electric welding and machine to size in way of bearing fit to suit new standard bearings. After completion deliver to the vessel's Chief Engineer for spare. $ 212.00

MULTIMETER & MEGGER

Take delivery of multimeter and megger remove to competent repair shop for repairs and recalibration. Return to the Chief Engineer upon completion of repairs. 232.00

LOW PRESSURE STEAM GENERATOR REGULATOR

Open up low pressure steam generator regulator (Fisher Regulator) clean, free up, make adjustments as required. After completion close up in good order. 85.00

LOW PRESSURE STEAM GENERATOR STEAM STOP VALVE (5")

Open up 5" globe valve to low pressure steam stop valve for examination and repairs. Free up all valve internals, grind and lap in valve seat and disc. Remove and renew packing. Reassemble and close up valve with new gaskets, bolts and nuts as original. 414.00

STEAM STOP CHECK VALVE TO LOW PRESSURE STEAM GENERATOR OUTLET

Open up one (1) 6" globe steam stop valve to low pressure steam generator for examination and repairs. Free up all internals, grind in and lap valve seat and disc. Reassemble valve with new gaskets, bolts, nuts and/or studs as original. 207.00

BOILER HYDRO PUMP VALVE

Remove and renew one (1) 3/4" x 600# flanged steam root valve to boiler hydro pump. 109.00

FUEL OIL HEATING LINE VALVE RENEWAL

Remove and renew one (1) 1-1/2" x 125# flanged globe steam valve to fuel oil heating line. 135.00

WHISTLE STEAM LINE AND VALVE REPAIRS

Disconnect and remove one (1) reducing spool piece, one (1) 1-1/2" x 600# flanged globe valve, and one (1) 3/4" Leslie reducing valve from whistle steam line. Fabricate one (1) new 1-1/2" x 3/4" flanged reducing spool piece from extra heavy pipe install to place in whistle steam line, furnish and install one (1) new 1-1/2" x 600#

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ITEM 26 CONTINUED - WHISTLE STEAM LINE AND VALVE REPAIRS

flanged globe valve in steam line, with new flexitalic gasket, B-7 heat treated studs and nuts. Remove Leslie reducing valve to the shop open out and disassemble valve for complete examination and repairs. Furnish new Leslie parts to completely overhaul valve. After completion reassemble in shop deliver to the vessel install to place with new flexitalic gaskets B-7 studs and nuts as original. $ 370.00

. INSULATION REPAIRS

Furnish insulators with necessary material to reinsulate saltwater evaporator, miscellaneous valves, piping and/or other steam lines and steam drums on port and starboard boilers under directions of vessel's Engineers and Owner's Representative. 916.00

. VALVE RENEWAL TO D/C HEATER INJECTION LINE

Remove and renew one (1) 1-1/2" x 600# flanged globe valve to D/C heater injection line as directed. 285.00

. VALVE RENEWAL STEAM LINE FROM BOILER TO AIR REGISTER PORT BOILER

Remove and renew one (1) 3/4" x 600# flanged globe valve which is located in steam line from boiler to air registers port boiler. 265.00

. REPAIRS TO GLAND SEAL BOOSTER LINE TO AUXILLIARY GENERATORS

Remove and renew miscellaneous nipples, elbows and unions in auxilliary generator gland seal booster line as directed. 94.00

. EMERGENCY STEAM SUPPLY FUEL OIL HEATERS VALVE RENEWAL

Remove and renew one (1) 3/4" x 600# flange globe valve in emergency steam supply line to fuel oil heaters. 265.00

. STEAM REDUCING STATION 120# LINE

Remove and renew one (1) 1" x 125# flanged globe valve in 120# line to reducing station. 194.00

. PORT AND STARBOARD SUPERHEATER SAFETY VALVES (TWO)

Disconnect and remove port and starboard superheater safety valves. Furnish and install two (2) Kenzie reconditioned exchange safety valves in way of removal with new flexitalic gaskets. After steam is raised assist vessel's Engineers set and seal valves for USCG Inspectors. 860.00

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	SUPERHEATER SAFETY VALVE DRAIN LINE RENEWAL PORT BOILER	
	Remove and renew superheater safety valve drain line port boiler approximately 20' long with necessary pipe fittings from extra heavy seamless pipe.	$ 74.00
	PORT AND STARBOARD BOILER EYE HYE GAUGE GLASSES	
	Remove six (6) eye hye gauge glasses and columns to the shop for repairs. Disassemble and machine columns in way of gasket seats and/or landings. Reassemble with new gauge glasses and gaskets. Deliver to the vessel for installation by Vessel's Engineers and/or spares.	394.00
	PIPE ROOM VENTILATION SUPPLY BLOWERS AND/OR FAN	
	Furnish two (2) new ventilating blower blades and/or impeller assemblies. Bore out, machine, and cut key ways in hubs to suit blower motor shaft. Deliver to the vessel, install to place on blower motor. Reassemble blower reinstall to place in blower ventilating duct connect up ready for service. Test in operation prove satisfactory.	483.00
7.	DOMESTIC REFRIGERATOR OFFICERS SALOON	
	Furnish services of refrigeration service engineer to check domestic refrigerator officers saloon make repairs as required to place refrigerator in good order. Repair magnetic door closer, adjust hinges, as necessary to place door in good operating condition. Test to satisfaction of Owner's Representative.	60.00
8.	MISCELLANEOUS REPAIRS TO CREW QUARTERS (CREW REQUIREMENT)	
	Furnish sheet metal mechanics to accomplish the following repairs to crew's quarters as directed.	497.00
	(A) DECK DEPARTMENT	
	1. LOCKERS - Remove and renew hinges, free up and/or repair locking devices on all crew lockers as required throughout deck departments rooms. Furnish and install drawer handles as required.	
	2. DESK DRAWERS - Repair, free up and adjust desk drawers throughout deck departments rooms. Furnish and install drawer handles as required.	

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ITEM 38 CONTINUED - MISCELLANEOUS REPAIRS TO CREW QUARTERS

3. TOILET DOOR - Renew door knob on deck departments toilet door.

(B) ENGINE DEPARTMENT

1. SECOND PUMPMAN'S ROOM - Repair locker, repair free up and adjust desk drawers.

2. 4-8 ROOMS - Repair, free up and adjust desk drawers, renew drawer handles as required.

3. PORT HOLE WIND SCOOPS AND SCREENS - Repair wind scoops and screens throughout quarters as required.

4. WIPERS ROOM - Repair, free up and adjust deck drawers. Furnish and install handles to drawers where broken or missing. Fair and refit locker doors, renew shelves where missing. Repair, fair and refit entrance door.

5. SHOWER AND TOILETS - Repair and/or renew doors and radiator covers.

(C) STEWARDS DEPARTMENT

1. THIRD COOKS ROOM - Resecure sink to bulkhead.

2. BAKERS ROOM - Repair wash basin.

3. MESSMENS ROOM - Repair and refit locker and porthole screens and wash basin plugs.

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COASTAL Marine Service OF TEXAS, INC.

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TRANSFERRING FUEL OIL

Make necessary removals and/or replacements in way of steam driven fuel oil transfer pump located in forward pump room for air connections in lieu of steam. Furnish one (1) 600 CFM Air Compressor with sufficient fuel and air hose to reach from dock to pump connect up air lines to pump. Assist vessel's engineers transfer fuel oil from forward fuel oil tanks to after fuel tanks in order to raise vessels bow to correct trim as directed to Owner's Representative and Master of the Vessel. Remove all connections upon completion. 713.00

SPARE CARGO PUMP GEAR CASING

Take delivery of one (1) spare cargo pump gear casing rig to lower engine room stow as directed by the Chief Engineer. 256.00

LIFEBOAT DAVITS AND SHEAVES (USCG REQUIREMENT)

Make removals as required to step off and secure #1, #2, #3 and #4 lifeboats for access to accomplish the following repairs and/or renewals. Free up, make workable all davit and lifeboat fall blocks and sheaves. Remove one (1) broken sheave from No.3 life boat davit to the shop for pattern. Mill out and machine from steel plate one (1) new sheave as per sample, install to place. Furnish air compressor with sufficient air hose to connect vessel's air hoisting motor to life boat winches for lowering and raising boats for USCG Inspector. Remove all connections upon completion. After all work has been accomplished and passed as satisfactory to USCG Inspector release securement and restow boats to their respective davits. 317.00

NO.3 LIFEBOAT DAVIT LOWERING AND HOISTING SCREW ASSEMBLY (USCG REQUIREMENT)

Furnish chain falls and/or other rigging to secure No.3 lifeboat and release free of davits. Jack and secure davit into position for removal of actuating screw assembly. Disconnect and remove davit screw and gear assembly from forward davit for repair and/or renewal of gears. After repairs and/or renewal of gears has been accomplished reassemble and install to place. Remove all securements place davit in position and restow lifeboat to place. All work to be accomplished to the satisfaction of Owner's Representative and USCG Inspector. 606.00

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COASTAL Marine Service OF TEXAS, INC.

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4.	AUXILLIARY AIR EJECTOR Make necessary removals in way of auxilliary air ejector for access. Open up and clean strainers and nozzles, test and prove all joints in vacuum system to ejectors tight. Remove heads of condensers, clean and test condensers for tightness, tubes and divisions. After tests have been completed close up ejector with new gaskets renewing and defective and missing studs, nuts and bolts, leave ready for service.	$ 371.00
5.	DIESEL GENERATOR ENGINE Furnish machinist to assist vessel's Engineers shut down diesel generator engine to accomplish the following. Remove clean and/or renew fuel and lube oil filters. Drain and refill engine crankcase and sump with new contractor furished lubricating oil. Assist engineers start up engine and place plant in operation upon completion.	178.00
6.	SANITARY PUMP CONTROLLER Check controller and found defective contactor, remove defective parts install new interior, connect and check for proper operation.	246.00
6.	SALINITY INDICATOR (on evaporator) Check complete salinity indicator and found dump valve would not operate properly , check and found defective holding coil and micro switch, change out defective parts, connect and check for proper operation.	255.00
7.	FORCE DRAFT FAN SYSTEM Disconnect leads of force draft fan motor, check starter, found main contracts on high speed not seating properly, adjust and check for proper operation.	145.00
8.	EVAPORATOR PUMP Check evaporator controller, found open circuit in controls, make necessary repairs, connect and check for proper operation.	77.00
9.	AUXILLIARY CIRCULATOR MOTOR AND CONTROLLER Check auxilliary circulator motor and controller to determine repairs required and accomplish the following. Open out motor controller disconnect and remove auxilliary contacts from controller clean all foreign deposits and/or residue from contacts make necessary adjustments to open and close correctly. Reinstall contacts to place in controller test controller in service prove satisfactory.	136.00

REPAIR & CLEANING G.I.W.W. DOCKS

86 a INVOICE

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Vessel. S/S AVENGER AND/OR OWNERS.

DATE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
July 31, 1969	7-152		1537-69

1.	ATMOSPHERIC CONTROLS Check out system complete to determine repairs and accomplish the following repairs. Disassemble hand off automatic switch remove interior, clean and adjust contacts to open and close properly. Reassemble switch as original test and prove satisfactory.	$ 78.00
2.	REEFER SYSTEM MOTOR AND CONTROLLER Make necessary disconnects to check vessels reefer system motor, motor circuits and wiring as necessary to locate and repair open circuits, shorts and grounds. Remove and renew defective solenoids as required with vessel furnished solenoids. Make necessary repairs to grounded wiring circuits to vegetable box to remove shorts and grounds. After completion of repairs make up all connections, test system in operation prove satisfactory.	248.00
2.	SERVICE PUMP MOTOR AND CONTROLLER Check out circuitry complete on service pump unit, found motor to check okay, but, found auxilliary contacts in overload relay assemblies to be open, not permitting equipment to operate. Remove overload relay assemblies from controllers, dismantle complete. Clean auxilliary contacts and adjust to close properly. Assemble relays as original, install back to controller and connect. Place complete system in service and test for proper operation.	172.00
3.	CONDENSATE PUMP MOTOR AND CONTROLLER Check out circuitry complete on condensate pump. Disconnect motor at controller, megged all circuits to prove proper. Dismantle controller, clean all contacts to remove dirt and grease build up from surfaces. Assemble controller as original, connect motor to controller, place complete system in service and test for proper operation.	86.00
4.	GALLEY RANGE (CREW REQUIREMENT) Check out vessel galley range, complete, found wiring to top plates to be defective. Also, oven thermostat to be defective. Remove top plate wiring from service, furnish and install new wiring to top plate, connect and check to prove in good order. Remove defective oven thermostat from service, furnish new replacements thermostat and install. Connect new thermostat, place complete range in service and test for proper operation.	266.00
5.	AUXILLIARY AIR COMPRESSOR MOTOR AND CONTROLLER Check out circuitry complete on air compressor, clean and polish all controller contacts. Check out pressure switch, found switch to	

87 a INVOICE

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

MPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

ssel. S/S AVENGER AND/OR OWNERS.

TE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
uly 31, 1969	7-152		1537-69

ITEM 55 CONTINUED - AUXILLIARY AIR COMPRESSOR AND CONTROLLER

be defective. Remove existing pressure switch from service, furnish and install new pressur eswitch complete with unloader. Connect new pressure switch properly, set Hi and Low cut outs on pressure switch, place complete system in service and test for proper operation. $ 191.00

DIESEL ENGINE BATTERY CHARGING SYSTEM

Check out battery system complete on diesel engine starting arrangement, found batteries to be at a very low rate of charge. Place charger to batteries in attempt to recharge battery system, batteries presently under maximum charge rate, awaiting results of charging for engine starting purposes. 86.00

VESSEL TELEPHONE SYSTEM

Check out vessel telephone system complete, found ground to exist in system. Open up telephones as necessary to locate grounded circuit, found ground to be in after steering station circuit. Make necessary removals at after steering station phone, locate and clear ground in phone at terminal block connections. Replace covers to phones as original, test out complete system with phone to phone check to prove in proper operating order. 234.00

PORT AND STARBOARD BOILER CASING REPAIRS

Furnish welder and helper with necessary material to install by welding reinforcing doublers, over holed and cracked areas of port and starboard boiler casing to prevent soot and gas leaks as directed by the Chief Engineer. 404.00

LIFEBOAT WINCHES

Clean and scale deck in way of eight (8) lifeboat winch air motor stands. Crop and release presently installed motor stands. Relocate and reweld stands to boat deck approximately 7-1/4" outboard from present location to suit winch air motor when lowering, lifting lifeboats. 166.00

LABOR AND MATERIAL

Furnish the services of eight (8) machinist with necessary material including valves, packing, piping and fittings to work under direction of the chief engineer and 1st Assistant Engineer and assist vessel's engineers in engine room make various repairs to pumps

88a INVOICE

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Vessel. S/S AVENGER AND/OR OWNERS.

DATE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
July 31, 1969	7-152		1837-69

ITEM 60 CONTINUED - LABOR AND MATERIAL

turbines, valves and/or other machinery as directed while vessel is undergoing other repairs as directed of these specifications. $ 4,617.00

TOTAL AGREED PRICE..... $32,529.00

W. J. Donohue

H. B. Burnett Jr.

Plaintiff's Exh 12 PAGES 89a - 90a

Repair Invoice No. 7-152 B

89a INVOICE

COASTAL Marine Service OF TEXAS, INC.

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

SOLD TO S/S AVENGER AND/OROWNERS, OPERATORS, CHARTERERS AND AGENTS.
MARINE CARRIERS CORPORATION,
17 BATTERY PLACE
NEW YORK, NEW YORK.

WE CONTRACT ONLY UPON THE FOLLOWING TERMS, APPLICABLE TO EVERY CONTRACT:
ALL PRICES QUOTED ARE FOR IMMEDIATE ACCEPTANCE, ALL BILLS DUE AND PAYABLE WITHIN 30 DAYS IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS.
IN THE CASE OF A VESSEL, WE HAVE A PREFERRED LIEN UPON THE VESSEL FOR OUR BILLS! ALL CONTRACTS OR WORK ORDERS ARE SUBJECT, WITHOUT RESPONSIBILITY ON OUR PART, FOR DAMAGE OR DELAY IN CASE OF STRIKE OR LABOR DIFFICULTIES, ACCIDENTS, EQUIPMENT FAILURE, OR FIRE OR EXPLOSION OR CAUSES BEYOND OUR CONTROL.
LIABILITY IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIAL IS LIMITED STRICTLY TO THE PROPER REPLACEMENT BY US THEREOF. ANY AND ALL CLAIMS MUST BE IN OUR HANDS IN WRITING WITHIN 30 DAYS AFTER WORK IS COMPLETED. WE ARE NOT RESPONSIBLE FOR ANY CARGO, EQUIPMENT, MATERIAL, PARTS, ETC. CONSIGNED, HANDLED, STOWED, SHIPPED, OR ALTERED BY US.
FURTHERMORE, WE UNDERTAKE TO PERFORM WORK AND/OR PROVIDE PUBLIC OR PRIVATE BERTH, WHARFAGE, TONNAGE, AND OTHER SERVICES AND FACILITIES ONLY UPON CONDITION THAT WE SHALL NOT BE LIABLE IN RESPECT TO ANY ONE VESSEL OR JOB, DIRECTLY OR INDIRECTLY IN CONTRACT, TORT OR OTHERWISE, TO ITS OWNERS CHARTERERS, UNDERWRITERS, ETC., FOR ANY INJURY, LOSS, OR DAMAGE TO SUCH VESSEL, ITS CARGO, EQUIPMENT OR MOVABLE STORES, OR FOR ANY CONSEQUENCES THERETO, UNLESS SUCH INJURY IS CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AND IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR DAMAGE SUSTAINED BY THEM, AS A RESULT OF SUCH INJURY, OR SUCH DEFECTIVE WORKMANSHIP OR MATERIAL, EXCEED THE SUM OF $300,000.
IN CONNECTION WITH THE ACCIDENT AND/OR INDEMNITY AND OR INSURANCE CLAUSES, IF ANY, CONTAINED IN YOUR SPECIFICATIONS, RELATING TO LIABILITY FOR PERSONAL INJURIES, INCLUDING DEATH, OR FOR DAMAGE TO PROPERTY OF THIRD PARTIES, PLEASE NOTE THAT WE DO NOT AGREE TO SAME IN SO FAR AS THEY UNDERTAKE TO IMPOSE ANY LIABILITY OR ANY OBLIGATIONS TO TAKE OUT OR MAINTAIN INSURANCE BEYOND THE LIABILITIES OR THE OBLIGATIONS TO INSURE IMPOSED UPON US BY LAW.
ANY CLAUSES IN CUSTOMER'S INSTRUCTIONS OR SPECIFICATIONS WHICH SEEK TO ALTER OR ADD TO THE FOREGOING IN ANY RESPECT WILL NOT BE ACCEPTED.
ADDITIONAL LIABILITIES WILL BE ASSUMED BY US UPON REQUEST IF AN AGREEMENT IN WRITING STATING THE EXTENT OF SUCH LIABILITIES AS ENTERED INTO BETWEEN THE OWNERS OF THE VESSEL AND OUR INSURANCE BROKERS BEFORE THE VESSEL ENTERS OUR YARD OR IS MADE AVAILABLE ELSEWHERE FOR OUR WORK AND AN APPROPRIATE ADJUSTMENT MADE IN THE PRICE.

DATE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
31 JULY 1969	7-152-B		1537-69

S/S AVENGER

Contractor hereby faithfully agrees to furnish necessary labor, material and/or equipment to carry out and complete the following repairs, renewals, replacements and/or services to the S/S AVENGER unless otherwise specifically directed while the vessel is docked at City Docks, Beaumont, Texas.

FOUND	RECOMMENDED
No.2 Generator Westinghouse 600KW Turbo Generator - Generator RPM 1200 Turbine RPM 9018	
Turbine reported to have been vibrating and immovable.	
Turbine casing opened under Westinghouse supervision and the following reported conditions found:	Turbine spindle, cylinder cover, throttle valve, four diaphragms from the bottom half of cylinder, turbine bearing pinion gear & bearings to be removed to Westinghouse, Repair Shop, Houston, Texas for the following repairs:
Thrust bearing wiped. Turbine bearings and pinion bearings wiped and loose babbit found in lube oil system, including pump. Four wheels (2 impulse and 2 reaction) rubbing stationary diaphragms. Axial seal strips on stationary blading wiped. (12) (Crush) spacer pins on diaphragms crushed.	Thrust bearing removed. Spindle bearings remetaled and bored to size. Pinion gear bearing remetaled and bored to size. Journals cleaned and polished. Bull gear bearings dressed off. Bull gear teeth dressed. Spindle cleaned, magnafluxed and balanced. (Axial seal strips renewed due to unavailability of material).

Crawford Ex # 4
8-27-75 - JSB 2

90 INVOICE

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Vessel. S/S AVENGER AND/OR OWNERS.

DATE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
21 JULY 1969	7-152-B		1537-69

FOUND	RECOMMENDED
Bull gear teeth on the generator end helix bent over approximately 80° to 90° arc. Bend area approx. 1" long.	Renewed throttle valve seat. Governor valve plugs and seats renewed. Bottom half cylinder cover cleaned on board vessel.
Throttle valve seat chipped. Governor valve plugs chipped and seats cracked.	(The foregoing repairs, were carried out prior to attendance by Underwriters Reps.)
Spindle blading heavily eroded in way of impulse wheels particularly in way of blade and attachment to shroudings and reaction wheels in similar but not as severe condition. Impulse wheel body ore exposed surfaces of shaft pitted.	Spindle to be further surveyed in conjuction with classification Society, prior to closing. United to be reassembled, closed up and tested and proven in good order, renewing insulated surfaces as required.
On inspection, reportedly insulating tape on rotating field coils loose.	To be removed to Westinghouse Cleaned, checked tightened and renewed insulating tape, baked, painted, returned and reinstalled. (commutator machined and mica undercut at this time) (Stationary and exciter fields cleaned and checkd at this time).

GENERAL NOTES:

A. Necessary services of Westinghouse Representative.
B. Necessary transporation of parts to and from Houston.
C. Necessary removals for access to repairs to and replace.
D. Necessary transportation of repair personnel to and from vessel to Port Arthur, Texas.

Coastal Marine Service, Port Arthur, Texas. submitted a price of $15,702.00 to effect the above repairs, exclusive of itemized repairs by Westinghouse, but inclusive of machining commutator and cleaning stationary and exciter fields and notes B,C & D. Westinghouse to submit separate bill for their work carried out.

TOTAL AGREED PRICE $15,702

Work Started: August 1, 1969
Work Completed: August 13, 1969

Plaintiff's Exhibit 13 PAGES 91a - 93a

Repair Invoice No. 10-105 A

INVOICE 91a

COASTAL Marine Service OF TEXAS, INC.

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

(9)

SOLD TO: S/S AVENGER AND/OR OWNERS, OPERATORS, CHARTERERS AND AGENTS.
MARINE CARRIERS, INCORPORATED.
17 BATTERY PLACE
NEW YORK, NEW YORK.

WE CONTRACT ONLY UPON THE FOLLOWING TERMS, APPLICABLE TO EVERY CONTRACT:
ALL PRICES QUOTED ARE FOR IMMEDIATE ACCEPTANCE. ALL BILLS DUE AND PAYABLE WITHIN 30 DAYS IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS. IN THE CASE OF A VESSEL, WE HAVE A PREFERRED LIEN UPON THE VESSEL FOR OUR BILLS. ALL CONTRACTS OR WORK ORDERS ARE SUBJECT, WITHOUT RESPONSIBILITY ON OUR PART, FOR DAMAGE OR DELAY IN CASE OF STRIKE OR LABOR DIFFICULTIES, ACCIDENTS, EQUIPMENT FAILURE, OR FIRE OR EXPLOSION OR CAUSES BEYOND OUR CONTROL.
OUR LIABILITY IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIAL IS LIMITED STRICTLY TO THE PROPER REPLACEMENT BY US THEREOF, ANY AND ALL CLAIMS MUST BE IN OUR HANDS IN WRITING WITHIN 30 DAYS AFTER WORK IS COMPLETED. WE ARE NOT RESPONSIBLE FOR ANY CARGO, EQUIPMENT, MATERIAL, PARTS, ETC. CONSIGNED, HANDLED, STOWED, SHIPPED OR ALTERED BY US.
FURTHERMORE, WE UNDERTAKE TO PERFORM WORK AND/OR PROVIDE PUBLIC OR PRIVATE BERTH, WHARFAGE, TONAGE, AND OTHER SERVICES AND FACILITIES ONLY UPON CONDITION THAT WE SHALL NOT BE LIABLE IN RESPECT TO ANY ONE VESSEL OR JOB, DIRECTLY OR INDIRECTLY IN CONTRACT, TORT, OR OTHERWISE, TO ITS OWNERS, CHARTERERS, UNDERWRITERS, ETC., FOR ANY INJURY, LOSS, OR DAMAGE TO SUCH VESSEL, ITS CARGO, EQUIPMENT OR MOVABLE STORES, OR FOR ANY CONSEQUENCE THERETO, UNLESS SUCH INJURY IS CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AND IN NO EVENT SHALL OUR ASSREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR DAMAGE SUSTAINED BY THEM, AS A RESULT OF SUCH INJURY, OR SUCH DEFECTIVE WORKMANSHIP OR MATERIAL, EXCEED THE SUM OF $300,000.
ANY CLAUSES IN CUSTOMER'S INSTRUCTIONS OR SPECIFICATIONS WHICH SEEK TO ALTER OR ADD TO THE FOREGOING IN ANY RESPECT WILL NOT BE ACCEPTED. IN CONNECTION WITH THE ACCIDENT AND/OR INDEMNITY AND OR INSURANCE CLAUSES, IF ANY, CONTAINED IN YOUR SPECIFICATIONS, RELATING TO LIABILITY FOR PERSONAL INJURIES, INCLUDING DEATH, OR FOR DAMAGE TO PROPERTY OF THIRD PARTIES, PLEASE NOTE THAT WE DO NOT AGREE TO SAME IN SO FAR AS THEY UNDERTAKE TO IMPOSE ANY LIABILITY OR ANY OBLIGATIONS TO TAKE OUT OR MAINTAIN INSURANCE BEYOND THE LIABILITIES OR THE OBLIGATIONS TO INSURE IMPOSED UPON US BY LAW.
ADDITIONAL LIABILITIES WILL BE ASSUMED BY US UPON REQUEST IF AN AGREEMENT IN WRITING STATING THE EXTENT OF SUCH LIABILITIES AS ENTERED INTO BETWEEN THE OWNERS OF THE VESSEL AND OUR INSURANCE BROKERS BEFORE THE VESSEL ENTERS OUR YARD OR IS MADE AVAILABLE ELSEWHERE FOR OUR WORK AND AN APPROPRIATE ADJUSTMENT MADE IN THE PRICE.

DATE	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
11 OCTOBER 1969	10-105-A		1586-69

S/S AVENGER

Work Started: August 26, 1969 Work Completed: October 2, 1969

Contractor hereby faithfully agrees to furnish necessary labor, material and/or equipment to carry out and complete the following repairs, renewals, replacements and/or services to the S/S AVENGER unless otherwise specifically directed while the vessel is docked at Grain Elevator, Beaumont, Texas.

REPAIRS TO DAMAGES ALLEGED TO HAVE BEEN SUSTAINED DUE TO VESSELS GROUNDING AT BUOY NO.4 SABINE PASS SHIP CHANNEL, SABINE PASS, TEXAS ON THE 26TH DAY OF AUGUST, 1969. SEE FIELD SURVEY SEPTEMBER 11, 1969 AND AMMENDED OCTOBER 2, 1969.

2. TWO (2) SALTWATER SERVICE PUMPS
Two saltwater service pumps pumping silt and overloaded. Pumps opened up, cleaned of mud in the casings and disassembled. Bearings scored. Pump rotors to be disconnected and removed to shop, bearings to be renewed, shaft and coupling alignment to be checked and corrected and upon completion, rotors to be returned, reinstalled, reconnected and pumps closed with new gaskets and packing. Pump motors and controller to be tested and proven satisfactory. $ 512.00

3. FIRE AND GENERAL SERVICE PUMP
Fire and general service pump pumping silt and overloaded. Pump opened up cleaned of mud in the casing and disassembled. Bearings and packing sleeves scored. Pump rotor to be disconnected and removed to shop, bearings to be renewed, packing sleeves to be renewed, shaft and coupling alignment to be checked and corrected and upon completion, rotor to be returned, reinstalled, reconnected and pump closed with new gaskets and packing. Pump motor and controller to be tested and proven satisfactory. 760.00

REPAIR & CLEANING
PORT ARTHUR, TEX.
BEAUMONT, TEX.

C.M.S. DOCKS
PORT NECHES, TEX.

REPAIR & CLEANING
ORANGE, TEX.
LAKE CHARLES, LA.

Completed 8-29-69 [illegible]

INVOICE

COASTAL Marine Service
OF TEXAS, INC.
COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS
Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

Vessel. S = S AVENGER AND/OR OWNERS.

	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
1 OCTOBER 1969	10-105-A		1586-69

FORWARD AUXILIARY CIRCULATING PUMP

Forward auxiliary circulating pump pumping silt and overloaded. Pump opened, cleaned of mud in the casing and disassembled. Shaft, casing rings, wearing rings and bearings scored. Pump rotor to be disconnected and removed to shop, bronze bearings to be renewed, wearing rings to be renewed, casing rings to be machined, shaft to be built up by welding and machined, coupling alignment to be checked and corrected and upon completion rotor to be reassembled, returned, reinstalled, reconnected and pump closed with new gaskets and packing. Pump motor and controller to be tested proven satisfactory. Furnish electricians to check forward auxiliary circulating pump and pump motor and controller as necessary to determine cause for motor failure. Disconnect and remove grounded motor from its foundation, rig from engine room and ship, deliver to the shop for repairs. Disassemble motor completely clean for complete examination. Remove and strip all windings from armature, make up new winding coils and rewind armature, dip armature in approved insulating varnish and bake out in oven, dip and rebake as required to properly cure windings. After final baking is completed apply one (1) full coat moisture resisting sealer to new windings. Bore out, machine and rebush bell housing to suit standard bearings. Remove and renew shaft bearings. Reassemble motor apply shop test to prove satisfactory. Return to the vessel, rig to engine room, install to place, make up all connections, test in operation, prove satisfactory. $1,279.00

VARIOUS PUMPS AND EQUIPMENT

Various other pumps and equipment subject to exposure to silt and mud. This includes but not limited to: heat exchangers, condensers, main circulating pump, other pumps, and coolers. To be opened up and conditions noted, cleaned out accordingly and if no other repairs are necessary to be closed up in good order. Steering engine, main engine and auxiliary equipment to be tested and proven satisfactory.

(a) ATMOSPHERIC DRAIN TANK PUMP (LIQUID END)
Disconnect and remove vertical atmospheric drain tank pump to the shop. Disassemble pump, check shaft for true. Machine impeller wear ring, machine and fit new casing rings, machine and fit new upper bearing. Take delivery of new Owner's furnished lower bearing, bore and machine to size, fit pump shaft. Reassemble pump with new gaskets, renewing any missing or defective bolts and nuts. Deliver pump to the vessel, install to place. Connect up, test in operation, prove satisfactory.

(b) MAIN CONDENSER
Open up main condenser as necessary to thoroughly clean and remove accumulation of mud and/or other debris from tubes and water box,

93a INVOICE

COASTAL Marine Service OF TEXAS, INC.

Phone 983-1616 - 11th. at Houston
PORT ARTHUR, TEXAS 77640

COMPLETE MACHINE SHOP FOR INDUSTRIAL AND MARINE REPAIRS

Vessel. S/S AVENGER AND/OR OWNERS.

	INVOICE NO.	YOUR ORDER NO.	OUR JOB NO.
11 OCTOBER 1969	10-105-A		1586-69

ITEM 5 CONTINUED - PART B - MAIN CONDENSER

Test and plug leaking tubes as required. Close up with new gasket upon completion.

(c) AUXILIARY CONDENSERS
Open up auxiliary condenser for complete examination. Clean and remove accumulation of mud and/or other debris from tubes and water boxes. After completion close up with new gaskets.

(d) FUEL OIL HEATERS
Make necessary removals in way of fuel oil heater to open out two (2) inboard tube bundles for cleaning examination, testing and repairs. Remove and renew one (1) tube in inboard bundle.

(e) SALTWATER SERVICE PUMP MOTOR
Remove saltwater service pump motor to the shop. Disassemble motor sufficiently to strip shaft. Machine and true up coupling end of shaft where broken as necessary to weld on new stub end and machine to suit 1" diamter coupling fit. Bore coupling from 3/4" diameter to 1" diameter to fit new stub end. Reassemble motor, deliver to the vessel, install to place, make up all electrical and mechanical connections. $2,121.00

GENERAL NOTES

(G) Necessary labor and equipment to unload the above four evacuators and associated piping and fittings and to load and secure same aboard owners furnished barge for delivery to grounded vessel and unloading on arrival. 1,536.00

(J) Necessary launch services to and from vessel, while grounded and afloat from 8/26/69 thru 9/10/69 inclusive. 9,600.00

(L) Necessary diver's service to inspect vessels bottom surfaces, stern, propeller and appendages after refloating vessel accomplished 9/9/69. 207.00

(M) Necessary land transportation for personnel, material and equipment between various shops and launch dock at Sabine Pass, Texas. From August 26, to October 2, 1969. 800.00

(R) Necessary labor assistance to assist other contractors in repairs to port boiler. 1,418.00

TENTATIVE AGREED PRICE $18,233.00

Plaintiff's Exhibit 14

ABS Letter

P 94a Q Ex 14

American Bureau of Shipping

Forty-five Broad Street

New York, N.Y. 10004
26 September 1974

Refer to: SJP/GO
Tele Ref: S-1

Alpine Geophysical Associates, Inc.
Oak Street
Norwood, NJ 07648

Attention: Mr. B.H. DeSandre

Subject: S.S. "AVENGER"
HULL NO. 4470

Gentlemen:

As per your request, this is to confirm that the subject vessel was classed ✠ A 1 Ⓔ Oil Carrier; ✠ A M S with the American Bureau of Shipping and this Class was maintained in our "Record" for the period from 1 January 1968 to 30 September 1969.

Very truly yours,

AMERICAN BUREAU OF SHIPPING

R.C. Christensen
Senior Vice President

By: S.J. Puma
S.J. Puma
Asst. Manager-Reports

TELEPHONE: 212-269-1130 CABLE ADDRESS "RECORD" TWX: 710-581-3087 TELEX: ITT 421966 RCA 232099 WUI 620353

Plaintiff's Exhibit 15 PAGES 95 - 105

Official Coast Guard Log

August 14, 1969 —

October 15, 1969

15

95 a

[redacted]
(Name of Vessel)

Merchant Marine of the United States

Port Voyage Began [redacted]

Date Began [redacted]

Port Voyage Ended PORTLAND, OREGON

Date Ended 2 DEC 69

TREASURY DEPARTMENT
UNITED STATES COAST GUARD
CG 706A (Rev. 8-65) Replaces CG 706C

Book [redacted] TWO [redacted]

[redacted]

Supplied Gratuitously by the Government of the United States to American Vessels in the Foreign Trade and the Trade Between the Atlantic and Pacific Ports of the United States

NAME OF SHIP	OFFICIAL NUMBER
AVENGER	270 045
PORT OF REGISTRY	NET TONNAGE
NEW YORK	11,488
NAME OF MASTER	MASTER'S Z/BK NUMBER
JOSEPH DONALD BLANK	Z-1054-054
NATURE OF VOYAGE OR EMPLOYMENT	CLASS OF SHIP
FOREIGN	STEAM TANKER

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Crew List and Report of Character	10
Laws Relating to Log-Books	18
Miscellaneous Entries	20
Slop and Cash Accounts	70

LOAD LINES FOR VESSELS (46 USC 85)—See Page 2

SEC. 85. Load lines are hereby established for the following vessels: (a) Merchant vessels of one hundred and fifty gross tons or over, loading at or proceeding to sea from any port or place within the United States or its possessions for a foreign voyage by sea, or arriving within the jurisdiction of the United States or its possessions from a foreign voyage by sea, in both cases the Great Lakes excepted. (b) Merchant vessels of the United States of one hundred and fifty gross tons or over, loading at or proceeding to sea from any foreign port or place for a voyage by sea, the Great Lakes excepted.

SEC. 85e. It shall be the duty of the master of every vessel subject to Sections 85–85g of this Title and to the regulations established thereunder [illegible] before departing from her loading port or place for a voyage by sea, to enter in the official logbook of such vessel a statement of the position of the load line mark applicable to the voyage in question and the actual drafts forward and aft at the time of departure from port as nearly as the same can be ascertained.

SEC. 85f. (b) If the master of any vessel subject to Sections [illegible] of this Title and to the regulations established thereunder, shall fail, before departing from her loading port or place, to enter in the official logbook of such vessel the statement required by Section 85e of this Title, he shall for each offense be liable to the United States in a penalty of $500. (The Commandant, United States Coast Guard may in his discretion, remit or mitigate any penalty imposed under this paragraph.)

EXCERPTS OF U.S. COAST GUARD REGULATIONS—See Page 2
Concerning Load Lines and Implementing the International Convention for the Safety of Life at Sea, 1960

The master of any vessel, at the time of departure from a port, on an ocean, coastwise or Great Lakes voyage, shall insert in the vessel's logbook a statement of the position of the load line mark (*for cargo vessels*) or the subdivision load line mark (*for passenger vessels*), port and starboard, in relation to the surface of the water in which the vessel is then floating, and the drafts of the vessel, forward and aft.

97 a

MARINE INSPECTION OFFICE
U. S. COAST GUARD
NEW YORK, NEW YORK
23 MARCH 1972

CERTIFIED TO BE A TRUE COPY OF PAGE 1 OF THE OFFICIAL LOG BOOK, NO. 1 OF 2, OF THE SS AVENGER, VOYAGE COMMENCING AT BEAUMONT, TEXAS ON 30 JULY 1969 AND TERMINATING AT PORTLAND, OREGON ON 20 FEBRUARY 1970.

C. NATHANSON
SENIOR SHIPPING COMMISSIONER

11 AUGUST, 1969 1115	SHIP'S ALARM BELL RANG DURING FALSE
BEAUMONT, TEXAS	FIRE DRILL AND CHIEF ENGINEER AND FIRST
	ASSISTANT WHO WERE EATING, GET TO ENGINE
	ROOM THEY FOUND THE STARBOARD MAIN
	ENGINE CYLINDER TO BE HOT AND OIL
	RALPH G. FOWLER, SECOND ASSISTANT
	ENGINEER-ON WATCH, BUT WAS NOT IN THE
	ENGINE ROOM WHEN THE CHIEF ENGINEER AND
	FIRST ASSISTANT ARRIVED IN THE ENGINE ROOM.
	U.S. COAST GUARD ADVISED.
	Joseph D Bland
	MASTER
19 AUGUST, 1969	THE BELOW NAMED CREW MEMBERS WERE
PORT ARTHUR, TEXAS	SIGNED OFF ARTICLES BY MUTUAL CONSENT
	BEFORE U.S SHIPPING COMMISSIONER:
	LONNIE JONES, Z-765102, CA. MATE
	NICHOLAS SMITH, Z-1271304, THIRD MATE
	JACK D. BENJAMIN, BK-272488, 1ST ASST. ENGR
	RALPH G. FOWLER, Z-637294, 2ND ASST. ENGR
	LONNIE RIDEAU, Z 1299605, MESSMAN
	Joseph D Bland
	MASTER
19 AUGUST, 1969	RICHARD K. LURTY, BK-192372, THIRD MATE.
PORT ARTHUR TEXAS	THIS DATE RE-RATED TO CHIEF MATE BY
	U.S. SHIPPING COMMISSIONER (MASTER'S REQUEST)
	Joseph D Bland
	MASTER
20 AUGUST, 1969	JASPER H. [illegible], Z-989158, [illegible]
PORT ARTHUR, TEXAS	SIGNED OFF ARTICLES BY MUTUAL [illegible]
	THIS DATE BEFORE U.S. SHIPPING [illegible]
	NET WAGES DUE: $ 1.80
	[illegible]
	MASTER

N.B.—Every entry in this logbook required by the act must be signed by the master and by the mate or some other of the [illegible] of any illness, injury, or death must also be signed by the surgeon or medical practitioner on board (if any); and every entry [illegible] the sale of the effects of a seaman or apprentice who has died must be signed by the master, the mate, and some other member of the crew.

1C

[illegible] 1969	CHARLES J. THOMPSON, X-XX-5340, [illegible]
PORT ARTHUR, TEXAS	PUMPMAN/OILER, HAVING AN ENDORSEMENT FOR FIREMAN/WATERTENDER, AGREED TO STAND F.W.T. WATCH UNTIL UNION PROVIDES ONE.
MACPETCO BEND	AT 0013, WHILE VESSEL WAS PROCEEDING
26 AUGUST, 1969	TO THE ANCHORAGE FROM BEAUMONT, CAPT. THROCKMORTON, PILOT, CONNING; THE ENGINEERS STOPPED THE ENGINE DUE TO DIFFICULTIES WITH THE GENERATOR OVERSPEED TRIPPING OUT. VESSEL DRIFTED AGAINST THE DEEP SIDE OF THE BANK AT MACPETCO BEND. THREE TUGS IN THE AREA, AWAITING ANOTHER SHIP, WERE CALLED IMMEDIATELY TO ASSIST AND HOLD VESSEL AS A TOW WAS ADRIFT NEARBY DUE TO TUG'S ENGINE TROUBLE AT 0027, AFTER DISABLED TOW WAS AGAIN UNDER COMMAND, VESSEL PROCEEDED INTO THE CHANNEL AND AROUND THE BEND. AT 0052 THE TWO TUGS AFT, M.W. STORM 4 AND S. WERE DISMISSED AT 0052, THE FORWARD TUG, STELLA II, WAS DISMISSED AND VESSEL PROCEEDED DOWNRIVER.
	[signature] MASTER
PORT ARTHUR	PRIOR TO ARRIVING IN PORT ARTHUR, THE
26 AUGUST, 1969	PILOT CONSULTED THE MASTER ABOUT THE ADVISABILITY OF A TUG TO ASSIST THE VESSEL'S MAKING A SHARP TURN AHEAD, AND A TUG WAS CALLED. AT 0250 TOG, E.M. BLACK, W.A. MADE FAST FORWARD WITH A TOWLINE.

— OVER —

N.B.—Every entry in this logbook required by the act must be signed by the master and by the mate or some other of the officers, or by the only [illegible] of any illness, injury, or death must also be signed by the surgeon or medical practitioner on board (if any); and every entry of [illegible] sale, or other disposal of the effects of a seaman or apprentice who has died must be signed by the master, the mate, and some other member of the crew.

OFFICIAL LOG of the S. S AVENGER 100a

Date, hour, and place of entry. If at sea, give also latitude and longitude (See Section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (Include the amount of any fine or forfeiture inflicted)
	AFTER THE TURN WAS MADE THE PILOT SUGGESTED THAT THE TUG BE KEAT AND THE MASTER AGREED.
	[signature] MASTER
EAST JETTY LIGHT SABINE PASS 26 AUGUST, 1969	AS VESSEL WAS APPROACHING EAST JETTY LIGHT, OUTBOUND, THE TOWLINE TO THE TUG PARTED. SHORTLY AFER THE EAST JETTY LIGHT WAS ABEAM TO PORT, VESSEL LISTED SLIGHTLY TO STARBOARD AND VEERED TO THE RIGHT. AT 0634 IT WAS DETERMINED THAT THE VESSEL WAS AGROUND IN THE WEST BANK OF THE CHANNEL BETWEEN BUOYS R"6" AND R"4". POSITION OF GROUNDING: ENTRANCE BUOY ϕ 158°T. BUOY R"2" ϕ 146°T. BUOY R"4" ϕ 130.5°T. BUOY R"6" ϕ 003°T. EAST JETTY LIGHT ϕ 356°T. UPPER ENTRANCE RANGE MARKER ϕ 339°T VESSEL'S HEADING: 172°T. AFTER GROUNDING TUG, E.M. BLACK, MADE FAST AFT AND MORE TUGS WERE CALLED TO ASSIST IN REFLOATING VESSEL.
	[signature] MASTER
SABINE PASS 26 AUGUST, 1969	AT 1000 TUGS (BLACK, STELLA, HERMES, + ARES) FAST AND IN POSITION. AT 1002 COMMENCED VARIOUS MANEUVERS (USING TUGS AND VESSEL'S ENGINE) TO REFLOAT VESSEL. AT 2054 TUGS DISMISSED FOR NIGHT.
	[signature] MASTER
SABINE PASS 27 AUGUST, 1969	AT 0001 TUGS (BLACK STELLA, HERMES, ARES, TROJAN) MADE FAST AND COMMENCED VARIOUS MANEUVERS (TUGS AND VESSEL'S ENGINE) TO REFLOAT VESSEL.

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S. S. AVENGER 101a

OFFICIAL LOG of the

Date, hour, and place of entry. If at sea, give also latitude and longitude (See Section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (Include the amount of any fine or forfeiture inflicted)
	MASTER DISMISSED TUGS AS ATTEMPTS TO REFLOAT VESSEL UNSUCCESSFUL DUE TO INSUFFICIENT POWER OF TUGS Joseph D Blank MASTER
31 AUGUST, 1969 EAST JETTY LIGHT SABINE PASS	AT 1716 THIS DAY COMMENCED LIGHTENING SHIP BY DISCHARGING WHEAT TO BARGE H-1 FROM #5C Joseph D Blank MASTER
1 SEPTEMBER 1969 EAST JETTY LIGHT SABINE PASS	CONTINUOUS DISCHARGE FROM 3-5-7-9 CENTERS Joseph D Blank MASTER
2 SEPTEMBER, 1969 EAST JETTY LIGHT SABINE PASS	AT 0800 THIS DAY STOPPED LIGHTENING OPERATIONS TO MAKE WAY FOR TUGS. AT 1858 COMMENCED MANEUVERS TO REFLOAT VESSEL (TUGS STELLA E, F. M. BLACK & J. H. MASTERSON) AT 1535 LET GO PORT ANCHOR (8 SHOTS IN WATER) CARRIED OUT BY TUGS TO POSITION. AT 2120 TUG, "LEAD HORSE," FAST ASTERN. CONTINUOUS REFLOATING OPERATION D Blank MASTER
3 SEPTEMBER 1969 EAST JETTY LIGHT SABINE PASS	CONTINUOUS REFLOATING OPERATION. AT 1140 PILOT LEVINGSTON RELIEVES PILOT THROUGHOUT AT 1815 TUG, "LEAD HORSE" AWAY D Blank MASTER
4 SEPTEMBER 1969 EAST JETTY LIGHT SABINE PASS	CONTINUOUS REFLOATING OPERATION UNTIL 0320 WHEN MASTER DISMISSED PILOT AND TUGS DUE TO LACK OF DISTILLED WATER ON SHIP D Blank MASTER

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OFFICIAL LOG of the S. S. AVENGER[26] 102a

Date, hour, and place of entry. If at sea, give also latitude and longitude (See Section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (Include the amount of any fine or forfeiture inflicted)
7 SEPTEMBER, 1969	AT 0830 TUG "J. H. MARLESON" ALONGSIDE
EAST JETTY LIGHT	WITH BARGE N-1 AND AT FLOAT LIGHT CHANNEL
SABINE PASS	OPERATIONS U.S. TUG "PHILIP" ON STATION
	WITH TOW & ARE CONTINUOUS DISCHARGE
	J. F. Blanchard
	MASTER
8 SEPTEMBER, 1969	AT 1540 COMMENCED DREDGING OPERATION
EAST JETTY LIGHT	BY DREDGE, ARMADILLO II
SABINE PASS	DREDGING OPERATIONS HALTED DUE TO GUSTY
	WINDS UNTIL 2235 WHEN DREDGING RESUMED.
	CONTINUOUS DISCHARGE.
	J. F. Blanchard
	MASTER
9 SEPTEMBER, 1969	CONTINUOUS DREDGING AND DISCHARGE OPERATION
EAST JETTY LIGHT	TUGS PIKE "MANTA" & "GRAMPAS" DREDGING
SABINE PASS	ALONGSIDE VESSEL AT 2105 CEASED
	DREDGING OPERATION AND DREDGE CLEAR
	OF VESSEL ASSISTED BY TUG "J.H. MARLESON"
	AT 2332 TUGS IN POSITION AND COMMENCE
	REFLOATING OPERATION
	J. F. Blanchard
	MASTER
9 SEPTEMBER, 1969	VARIOUS MANEUVERS TO REFLOAT VESSEL.
EAST JETTY LIGHT	AT 0322 VESSEL AFLOAT 0355 UNDER
SABINE PASS	WAY - PILOT THROCKMORTON AT THE CONN
	PROCEEDING TOWARDS SEA BUOY TO TURN
	VESSEL FOR REENTRY IN CHANNEL INWARD.
	J. F. Blanchard
	MASTER
13 SEPTEMBER, 1969	CERTIFICATE OF INSPECTION GIVEN TO
SABINE ANCHORAGE	CWO ROBERT SIKES USCG AT HIS REQUEST
	AND TO BE RETURNED UPON SATISFACTORY
	COMPLETION OF REQUIREMENTS
	J. F. Blanchard
	MASTER

Note—Every entry in this logbook required by the act must be signed by the master and by the mate or some other of the crew, or of any illness, injury, or death must also be signed by the surgeon or medical practitioner on board (if any); and every entry of wages, the sale of the effects of a seaman or apprentice who has died must be signed by the master, the mate, and some other member of the crew.

OFFICIAL LOG of the S. S. AVENGER 103a

Date, hour, and place of entry. If at sea, give also latitude and longitude (See Section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (Include the amount of any fine or forfeiture inflicted)
SABINE ANCHORAGE	THE BELOW-NAMED CREW MEMBERS FAILED TO
2 OCTOBER, 1969	REPORT THIS DAY:
	CLOVER WIGGINS AB, Z-922300
	RONALD BECK MESSMAN, Z-13117401
	[illegible]
	MASTER
4 OCTOBER 1969 1410	GENERATORS KICKED OUT. 1430 RESUME
Lat 29°14'N, Long 89°-04'W	AS BEFORE ON ONE GENERATOR [illegible]
	MASTER
4 OCTOBER 1969 1767	GENERATOR ON LINE KICKED OUT - LOST PLANT -
Lat 28°54'N, Long 88°-51'W	RAISED STEAM AND STARBOARD SAFETY VALVE
	WOULD NOT RESEAT. CHIEF ENGINEER ADVISED
	MASTER VESSEL UNABLE TO CONTINUE VOYAGE
	AT 20HP HALF AHEAD - VESSEL PROCEEDING TOWARD
	U.S. GULF COAST WHILE AWAITING INFORMATION
	AS TO SHIP REPAIR IMMEDIATE AVAILABILITY
	[illegible]
	MASTER
5 OCTOBER 1969 0115	ENGINEERS STOPPED VESSEL 0130 INFORMED BY
	ENGINEROOM PORT BOILER LEAKING - STARBOARD
	BOILER CUT IN AND RESUME SPEED AT 40 RPMS.
	[illegible]
	MASTER
5 OCTOBER 1969 0830	INFORMED BY ENGINE ROOM NO MORE WATER
	AVAILABLE - FIRES EXTINGUISHED - WENT ON
	EMERGENCY GENERATOR. HOME OFFICE NOTIFIED
	[illegible]
	MASTER
5 OCTOBER 1969 1314	MASTER EFFECTS MOBILE, [illegible] AS PORT
	OF REFUGE AFTER CONSIDERING [illegible]
	PORT WOULD EFFECT REPAIRS QUICKEST
	[illegible]
	MASTER

N.B. — Every entry in this logbook required by the act must be signed by the master and by the mate or some other officer. Every illness, injury, or death must also be signed by the surgeon or medical practitioner on board (if any), and every case of illness or injury to or death of a seaman or apprentice who has died must be signed by the master, the mate, and some other [illegible] crew.

OFFICIAL LOG of the S. S. AVENGER 104a

Date, hour, and place of entry. If at sea, give the latitude and longitude. (See section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (Include the amount of any fine or forfeiture inflicted)
7 OCTOBER 1969 2015	TOWING HAWSER ABOARD FROM TUG, JOHN T. WALSH
L.T. 30°-41'-N 88°-35'-W	AND VESSEL UNDER TOW TOWARDS MOBILE
	MASTER
8 OCTOBER 1969 0836	WATER BARGE "MARTHA ANNE" FAST AND COMMENCE
L.T. 30°-41'-N 88°-34'-W	TAKING WATER. 0512 WATER BARGE AWAY -
	RECEIVED 45 TONS FRESH WATER
	MASTER
10 OCTOBER 1969 0936	LET GO TOWING HAWSER FROM "JOHN T. WALSH"
	AND PREPARE TO SHIFT DIESEL FROM [illegible]
	TO SHIP. 1430 "JOHN T. WALSH" ALONGSIDE
	COMMENCE TRANSFER DIESEL. 0630
	AWAY - RECEIVED 1000 GALLONS DIESEL
	MASTER
10 OCTOBER 1969 1100	COMPLETE HOOK-UP WITH "S.S. SEAFARER" AND
	TAKE STRAIN ON WIRE.
	MASTER
11 OCTOBER 1969 1954	"SEAFARER" ANCHORED - TOWING HAWSER
SHIP ISLAND BUOY	FAST - AWAITING DAYLIGHT. POSITION
	APPROXIMATELY 3 MILES SW SHIP ISLAND BUOY.
12 OCTOBER 1969 1200	TUG "RESCUE" FAST WITH TOWING WIRE -
SHIP ISLAND BUOY	LET GO HAWSER FROM "SEAFARER"
	PROCEEDING TOWARDS MOBILE -
	PILOT AT COMM. - TUGS "JOHN T WALSH"
	AND "ANSTILL PHARR" ASSISTING
12 OCTOBER 1969 2357	ANCHORED MOBILE, ALABAMA ANCHORAGE
MOBILE, ALABAMA	NUMBER TWO - AWAITING REPAIRS
	MASTER

Note: Entries in this logbook required by the act must be signed by the master and by the mate or some other of the crew, and in case of any injury, or death must also be signed by the surgeon or medical practitioner on board (if any), and every entry of wages or of the sale of the effects of a seaman or apprentice who has died must be signed by the master, the mate, and some other member of the crew

S. S AVENGER 105a

OFFICIAL LOG of the _____

Date, hour, and place of entry. If at sea, give also latitude and longitude (See Section 202 on p. 19)	REQUIRED ENTRIES (See Pages 18 and 19) (include the amount of any fine or forfeiture inflicted)
8 OCTOBER 1969	THE BELOW-NAMED MEN WERE SIGNED
MOBILE ALABAMA	OFF ARTICLES THIS DAY BEFORE THE U.S.
	SHIPPING COMMISSIONER:
	JOHN BORSECK FWT Z-997416 D3
	LEON LYBERT AB Z-1860826 D1
	WILLIAM MORRIS 3RDCK Z-[illegible] D2
	[illegible] Blank
	[illegible]
13 OCTOBER 1969	MR. EDWARD W. WOOTERS, 2ND MATE Z-336016
MOBILE ALABAMA	WAS THIS DAY TERMINATED FOR CAUSE
	AND PAID OFF BEFORE U.S. SHIPPING COMMIS-
	SIONER
	[illegible]
	MASTER
14 OCTOBER 1969	THE BELOW-NAMED CREW MEMBERS WERE SIGNED
MOBILE, ALABAMA	OFF THIS DAY BEFORE THE U.S. SHIPPING
	COMMISSIONER:
	~~[illegible]~~
	JAKE TIPTON, CH. PUMPMAN, Z-253428
	Joseph D Blank
	MASTER
17 OCTOBER 1969	THE BELOW-NAMED CREW MEMBERS WERE
MOBILE, ALABAMA	SIGNED OFF THIS DAY BEFORE THE U.S.
	SHIPPING COMMISSIONER:
	KENNETH LINAH, OILER, Z-1299625
	LAWRENCE KEENAN, AB, Z-1032790 D3
	GLENN M. WELLS, AB, Z-5700[illegible] D3
	RODGER NELSON, OILER, Z-1179082
	Joseph D Blank
	MASTER

B.—Every entry in this logbook required by the act must be signed by the master and by the mate or some other officer. The seaman to whom any entry of any illness, injury, or death must also be signed by the surgeon or medical practitioner on board (if any) and by the person in charge of the sick or injured person, if other than the master or mate. In the case of the effects of a seaman or apprentice who has died must be signed by the master, the mate, and some other officer.

Plaintiff's Exhibit 15A pps. 106-107
Rough Deck Log August 26, September 10

Log of the {S.S. / M.V.} S. S. AVENGER from BEAUMONT to TRINIDAD Date TUES AUG. 26. 1969

106a

Hr	Log	Course	Speed	Distance	Remarks
A.M.					
	Pilots		6.4	29.16	[illegible] CLOUDY.
	MAKE APPROACHING SABINE PASS CHANNEL TO SEAWARD. THE TOW LINE OF TUG G.H. BLACK PASSED AND ASTERN OF VESSEL. OPERATING AT REDUCED POWER. WIND VARIED AND WEST BANK OF CHANNEL BETWEEN BUOYS "SAT" AND "26"				
	Relief Cradle	E-N		29.96	Cloudy
	Pilots	E	3-4	29.90	Cloudy
P.M.					
	Pilots	E by S	3-4	29.90	Cloudy
	Pilots Cradle	E by S	2-3	29.96	Cloudy
	Pilots	E by S	N	29.90	Cloudy

Hr	Log	Course	Speed	Distance	Remarks

BOARD

0615 ARRIVE SABINE PASS ENTRANCE BUOY #2 - VESSEL ANCHORED ABREAST PASS. (ANCHORED IN 6 FATHOMS) DOS. ANCHORS ATTACHED AND CALLED TO ASSIST THE STELLA EAST AND SOUTH-EAST PRIVATE VESSEL CLEAR OF PASS. 0705 ANCHOR ON DECK SECURED AND AT 0715 UNDERWAY. 0805 CROSSED BAR. 0905 PASSED BRIDGE. 0910 PILOT ABOARD. ANCHORS SECURED AND COURSES & SPEEDS AS PER PILOT [illegible] 26

Also the course upon speed at Pilot Station Port Arthur [illegible] 26

0930 Vessel Aground Latitude Buoy #4 & Jetty Beach Jetty left and side 3945 Tug Stella Port quarter side 1120 Tugs Left to bow Upon Bells & Tug Maneuvers as per bell book. Pilot and Master on Bridge WDK.

ENGINE PERFORMANCE

1320 START TRANSFER BUNKER FUEL TUG J.C. ALDINE ALONGSIDE W/ STARBOARD SIDE & PORT SIDE 1415 TUG STELLA. BLACK. ARCO STBD SIDE. 1520 TUG HERCULES STBD SIDE ARCO TUG BELLS ATTENDANCE TO REFLOAT VESSEL. MR Thru

1734 Tug TROJAN, Fast aft. 1820 Pilot HE Wesley relieves Pilot Hyperstation. Pilot Mooring & with Tugs & Engr Engrs. Mr & Dr Dirigent

2000 Continuous efforts made to refloat Vessel. Wm. Bells & Tug maneuvers as per bell book. 2020 Pilot Captain & Eng Room Workers away. 2054 Tugs away Secure for the Night Eng Rm. Watches. 2400 Pantins & Clucks. Mod. Sea Unsorts. WDK

DRAFT OF VESSEL

Sailing: ____ Forward ____ Aft.
Arriving: ____ Forward ____ Aft.
Mean ____
____ A. M.—Forward ____ Aft ____ Mean ____
____ P. M.—Forward ____ Aft ____ Mean ____

FUEL OIL AND WATER

Sailing: Bbls. Fuel Oil ____ Water, Tons ____
Arriving: Bbls. Fuel Oil ____ Water, Tons ____
Received: Bbls. Fuel Oil ____ Water, Tons ____

T.W. Lesley Chief Mate
J. C. Clarke Master

Log of the {S. S. / M.V.} S. S. AVENGER from [illegible] to [illegible] Date Wed Dec 10 1919

Hour	Log	Wind			Sea		Barometer	Temperature		Sun Glass	Sound Bells	Remarks
		Course	Pts	Force	Course	Force		Air	Water	Dew		
A.M. 1												
2												
3												
4	At Anchor		NE	2	30:02	4/4				Clear		
5												
6												
7	At Anchor		NE	2	30:05	4/4				Clear		
8												
9												
10												
11	At Anchor		NE	2	30:10	3/3				Clear		
12												

Lessons	Lessons	Class	Stations	Time Between	Lessons on Bar	Time Pass on Bar	Accounts Rated	Time Lessons Rated	Remarks

P.M.											
1											
2											
3											
4	At Anchor		NE	1	30:05	4/4				Clear	
5											
6											
7	at Anchor		Variable		30:05	2/3				Clear	
8											
9											
10											
11	at Anchor		NE	2	30:07	3/3				Clear	
12											

REMARKS

0002 Mr Wm Stroud Quarter called log 4 Points on 32 Pts.
0400 Continuous Loading. Putting Cargo Mooring Lines. WPE
0800 Continuous loading. Putting cargo all on deck WPE

107

ENGINE PERFORMANCE

Revolutions	Log	Time	Steam	Vacuum	Air	Main Bearings	Thrust Bearings	Crank Pins	Eccentrics	Guides	Remarks

1600 Continuous loading of Cargo - Putting cargo all on deck WPE
1300 Water Barge Load Port Gl 1625 Oil Barge Load Starboard side WPE
1685 - Quit Moto C E Ruffin & Asst License # JH4338 Rec'd Cargo entry.
1800 - Stop Loading
2000 - Routine Inspection about vessel - all in order C E Ruffin QM

2400 - Routine Inspection about vessel - all in order Vessel
Secure at Anchor
C E Ruffin P.T.O.

Engines Used			
Engines	Log Revs	Counter	Time
Main			
Auxiliary			
Donkey			

Engines Used: Main 0700 A.M. to 732 P.M. = 12 hrs. Auxiliary [illegible]

Revolutions Counter		
No.	A.M.	P.M.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Courses Steered by Compass		
No.	Points	Steered
1	0000 to 0400	Anchor
2	0400 to 1600	Loading Cargo
3	1600 to 2400	Anchor
4		
5		
6		
7		
8		
9		
10		
11		
12		

Ballast Tanks Port Starboard			
Tank	Log Pass	Sounds	Time
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Revolutions Counter	Temperatures				
	4	8	12	A.M.	P.M.

DRAFT OF VESSEL

Sailing: [illegible] Forward [illegible] Aft.
Anchoring: [illegible] Forward [illegible] Aft.
Mean [illegible]
On Arr. A.M. - Forward 21'-02" Aft 32'-08" Mean 26'-05"
Sailing P.M. - Forward [illegible] Aft [illegible] Mean [illegible]

FUEL OIL AND WATER

Sailing: Bbls. Fuel Oil [illegible] Water, Tons [illegible]
Anchoring: Bbls. Fuel Oil [illegible] Water, Tons [illegible]
Docking: Bbls. Fuel Oil [illegible] Water, Tons [illegible]

R. L. Beasley Chief Mate
J. Edwards Master

Plaintiff's Exhibit 16 pp 108-110

ENGINEER'S LOG BOOK
TURBO ELECTRIC DRIVE STEAMSHIP

SS AVENGER — FROM CONCHUNCT — TO MANCHE SABINE PASS (SHIFT)
DAYS OUT — DISTANCE RUN — DATE AUG 25- 26-27 1969

Engine Log

August 25/26

August 26/27

September 10/11

ENGINEER'S LOG BOOK

TURBO ELECTRIC DRIVE STEAMSHIP

S.S. AVENGER

DAYS OUT

FROM Stavanger

DISTANCE RUN

TOWARDS @ ANCHOR

DATE AUG. 26-27- 1969

MAIN CONDENSER

MAIN GOVERNOR

MAIN MOTOR

LUBRICATION

CONDENSER

AUXILIARY GENERATOR

CONDENSER

FUEL OIL

BOILER FEED

FORCED DRAFT

CLOCK RETARDED ____ HRS. ____ MIN.

CLOCK ADVANCED ____ HRS. ____ MIN.

REMARKS: CAUSE FOR REDUCED SPEED OR STOPPING, ETC.

Log account of 06 to 24 Aug. 1969 Visual Tells us ye Bell Book with no success!

C. T. Thompson
Jr. E. Officer

DAY OF COL. BY DIST. S.H.P. TOTAL DIST. AVG. S.H.P.

LENGTH OF DAY HRS. HRS. ARRIVING CARGO HRS. HRS.

STAR IN USE HRS. HRS. DOCK. BALLAST HRS. HRS.

LOADING BALLAST HRS. HRS. OTHER

DISCHARGE HRS. HRS.

FUEL CONS. PER DAY BARRELS FUEL CONS. B.L.S. PER HOUR FUEL CONS. LBS. PER S.H.P.

WEATHER CONDITIONS

ENGINEER'S LOG BOOK

TURBO ELECTRIC DRIVE STEAMSHIP

S.S. Avenger — FROM Beaumont — TO Ste Sabine Anchorage

DAYS OUT — DISTANCE RUN — DATE 9/10-11/69

110a

MAIN GOVERNOR — MAIN THROTTLE — MAIN CONDENSER — MAIN GENERATOR — MAIN MOTOR

LUBRICATING — MAIN MACHINERY — AUXILIARY MACHINERY — EVAPORATOR — AUXILIARY CONDENSER — CONDENSER

FUEL OIL — BOILER FEED — FORCED DRAFT — CLOCK RETARDED — CLOCK ADVANCED

REMARKS, CAUSE FOR REDUCED SPEED OR STOPPING, ETC.

Taking on WTR FL in tanks @ 1300 — 1788

Full Sump Tk 1 & Tank Aft to 1st TC.

Have gen on Turbine No 1.

Secured 1615

Pulled port bur. for inspection Tried to secure upper nozzle cap bolts found to be sheared. Renewed same. Lower L.O. bullseye [illegible] 0745.

E. P. Blanchard

111a

EXTRACTS FROM DECK LOG
(Cont'd)

October 4, 1969

1410 Generators kicked out
1430 Resume on one generator
1707 Generator kicked out - lost plant - raised steam and starboard safety valve would not reseat. Chief Engineer advised Master vessel unable to continue voyage. Home office informed by radio.
2048 Half ahead - steaming at reduced speed due to engine trouble.
2220 Engine stopped.
2226 Half ahead vessel proceeding towards U.S. Gulf Coast while awaiting information as to ship repairs immediate availability.

October 5, 1969

9115 Engineers stopped engine.
0130 Informed by engine room port boiler leaking - starboard boiler cut in and resumed speed at 40 RPM's.
0830 Informed by engine room no more water available - fires extinguished - went on emergency generator. Home office informed by radio.
1314 Master elects Mobile, Alabama, as port-of-refuge after considering which port could effect repairs quickest. Vessel drifting-awaiting tow.

October 6, 1969

Vessel drifting-awaiting tow.

October 7, 1969

2008 Tug "John T. Walsh" arrives.
2015 Towing hawser aboard.
2029 Strain on hawser-commenced to swing.
2100 On course.

October 8, 1969

0036 Water barge, "Martha Anne" fast port quarter.
0054 Start taking fresh water.
0515 Water barge away. Took 45 tons water. Vessel under tow.
1323 Half ahead 1342 let go Tug "John T. Walsh".

October 9. 1969

0148 Engineer stopped engine.
0155 Master informed by Chief Engineer a tube in starboard boiler ruptured and that vessel could not proceed under ship's power. Tug "John T. Walsh" ordered to prepare to take vessel in tow.

Continued . . .

STATEMENT OF CHIEF ENGINEER

STATEMENT OF EDWARD E. LOTT, CHIEF ENGINEER

Leaving Port just before arrival at Pilot Station the outboard feed pump kinked out, I was called below and all fires were extinguished and the other feed pump was being put on the line, the other pump gave a large clinking noise so I reset the original pump and put it back on the line. Friday Noon (3 Oct.) to Saturday noon was a normal run but could only put engine on block as the boilers couldn't maintain steam on nozzles. Boulers using an excessive amount of water. Saturday afternoon (4 Oct.) generators kicked out. Plant was placed on line and continued on one generator as after generator could not be paralleled. Saturday (about 5 p.m.) the forward generator kicked out and the plant was lost. We got the generator back on line and as we were getting the steam back found the main circulator motor smoking. The controller had failed to drop out and was single phasing, worked on controller and got main circulator going. Raised steam and starboard superheater safety lifted and would not reseat. Cut same out and fed water till cool. Proceeded on one boiler toward U.S. Port blower wouldn't cut in high so used the starboard blower. At 11 p.m. everything seemed normal. At approximately 0130 I was called below as the Port boiler had developed a leak. I went below and the fires were extinguished and water level normal. I went on the emergency generator and raised steam in the starboard boiler and cut same in. Went back on ship's power and proceeded at 40 R.P.M. Both evaporators going to distill plant whenever possible. About 0500 went to bed after 20 hours as the evaporators seemed to be gaining on the feed. About 0830 was called and told we were out of water. Went below, not water visible. Fires extinguished. Secured and went on emergency generator.

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)

UNITED STATES SALVAGE ASSOCIATION, INC.
99 JOHN STREET
NEW YORK, N.Y.

Case No. 84-2371
GROUNDED,
AUGUST 26, 1969

BEAUMONT, TEXAS
OCTOBER 22, 1969

S.S. "AVENGER"

Report of survey made by the undersigned surveyor of the United States Salvage Association, Inc., on August 27, September 2, 4, 8, 9, 18, 26, and October 9, 1969, at the request of John P. Tilden, Ltd., on the S.S. "AVENGER", 18,332 gross tons, 296,045 official number, Marine Carriers Corporation, owners and operators, while lying grounded in the Sabine-Neches Ship Channel and afloat at anchorage, near Sabine Pass, Texas, in order to ascertain and agree upon, or as noted otherwise, the cause, the nature and extent, and the recommended repair, of damage alleged to have been sustained in consequence of vessel having grounded, August 26, 1969, at 0634 hours, near the west bank of the Sabine-Neches Ship Channel, between buoys 6 and 4, while outbound to anchorage, in laden condition.

DESCRIPTION

This vessel is a tanker of welded and riveted steel construction, built by Bethlehem - Sparrow's Point Shipyard, Inc., Sparrow's Point, Maryland, in 1949. Vessel has steam turbine propulsion machinery of 13,750 shaft horsepower, located aft.

DIMENSIONS (Register)

Length -	597.7'
Breadth- - - - - - - - - - - - - - - - - - - -	84.4'
Depth- -	44.2'
Draft- -	33'6 3/8"
Freeboard- - - - - - - - - - - - - - - - - - -	10'9"

ATTENDING

Messrs. John G. Dowd	Representing	Marine Carriers Corporation
H. R. Bunce, Jr.	Representing	Marine Carriers Corporation
R. Cwalenski	Representing	Salvage Association, London
C. A. Lewis	Representing	Salvage Association, London
R. Brierly	Representing	Salvage Association, London
F. Sherlock	Representing	American Bureau of Shipping
O. L. Crawford	Representing	Coastal Marine Service, Inc.

Continued . . .

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REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

MASTER'S PROTEST

(Adjuster's Note: The Masters Protest having been copied above, is omitted.)

MASTER'S STATEMENT

(Adjuster's Note: The Masters Statement having been copied above, is omitted.)

FOUND	RECOMMENDED
1. Vessel aground in a true heading of 172° near latitude 29° 38' north and longitude 93° 50'6" west, laden with approximately 28,300 tons of bulk wheat cargo. Drafts of vessel upon departure from Beaumont, Texas: Forward - 34'2" Aft - 35'8" Mean - 34'11" Drafts of vessel after grounding and prior to lightering: Forward - 28'6" Aft - 29'6" Mean - 29'0" Lead soundings taken while aground and prior to lightering indicated water depths on: Port Side - 23'5" Starboard Side - 25'3"	1. Vessel to be refloated as required, and shifted to anchorage of suitable water depths. All cargo tanks, peak tanks, fuel oil tanks and double bottom tanks to be sounded as necessary to ascertain their integrity. Cofferdams and bilges in pump rooms, engine room, fire room and shaft alley to be visually checked. Internal examination to be made of all cargo tanks after cargo is discharged. Vessel to be further surveyed on dry dock. Note: All cargo tanks and other spaces sounded and observed at this time and no leaks noted.
2. Steering system possibly effected by grounding of the vessel.	2. To be tested and proven in satisfactory condition.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
3. Liquid ends of two salt water service pumps subjected to excessive strain and filled with mud and salt. Impeller bearings scored.	3. Mud and silt to be cleaned from the casings. The two impellers to be disconnected and removed to shop. Bearings to be removed to shop. Bearings to be renewed on both impeller shafts. Shaft and coupling alignment to be checked in lathe for truth. Impellers to be reassembled, returned to vessel, reinstalled to place and liquid ends of the two pumps to be closed up with new packing and gaskets.
4. Electrical ends of the above pumps, including motors and controllers, subjected to excessive strain. Coupling end of one of the shafts broken.	4. Motors and controllers to be opened as necessary, cleaned, electrically checked and closed in good order. One of the motors to be disconnected, removed to shop and rotor with shaft removed. Broken shaft end to be machined and new stub end shaft to be welded on, and machined true.
5. Liquid end of the fire and general service pump subjected to excessive strain and filled with mud and silt. Impeller bearings and packing sleeves scored.	5. Mud and silt to be cleaned from the casing. The impeller to be disconnected and removed to shop. Bearings and packing sleeves to be renewed. Shaft and coupling alignment to be checked in lathe for truth. Impeller to be reassembled, returned to vessel, reinstalled to place and liquid end of the pump to be closed up with new packing and gaskets.
6. Electrical end of the above pump, including motor and controller subjected to excessive strain.	6. Controller to be cleaned, checked electrically and closed up.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
6. (Cont'd) Bearings found to be grooved, and motor and commutator coated with carbon.	6. (Cont'd) Motor to be disconnected, and removed to shop, cleaned and checked electrically. Commutator to be machined and mica undercut. Bearings to be renewed. Motor to be reassembled, returned to vessel, reinstalled, reconnected, tested and proven satisfactory.
7. Liquid end of the forward auxiliary circulating pumps subjected to excessive strain, and filled with mud and silt. Impeller shaft, casing rings, wearing rings and bearings scored.	7. Mud and silt to be removed from the casing. The impeller to be disconnected and removed to shop and disassembled. Bronze bearings and wearing rings to be renewed, casing rings to machined, and impeller shaft to be built up by welding and machined to size. Shaft and coupling alignment to be checked in lathe for truth. Impeller to be reassembled, returned to vessel, reinstalled to place, and liquid end of the pump to be closed up with new packing and gaskets.
8. Electrical end of the above pump, including motor and controller subjected to excessive strain. Bearings found to be grooved, and motor and commutator coated with carbon.	8. Controller to be cleaned, checked electrically and closed up. Motor to be disconnected, and removed to shop, cleaned and checked electrically. Commutator to be machined and mica undercut. Bearing to be renewed. Motor to be reassembled, returned to vessel, reinstalled, reconnected, tested and proven satisfactory.

Continued . . .

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REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
9. Liquid end of atmospheric drain tank pump opened up. Wearing rings, casing rings and bearings scored.	9. The impeller to be disconnected, and removed to shop and disassembled. Shaft to be checked in lathe for truth. Wearing rings to be machined and casing rings to be renewed. Bearings to be renewed. Impeller to be reassembled, returned to vessel, reinstalled to place and liquid end of the pump to be closed up with new packing and gaskets.
10. Main condenser subjected to intake of mud and silt.	10. To be opened up and water box and tubes to be thoroughly cleaned of all mud and silt. Upon completion, main condenser to be closed in good order.
11. Auxiliary condenser subjected to intake of mud and silt.	11. To be opened up, and water box and tubes to be thoroughly cleaned of all mud and silt. Upon completion, auxiliary condenser to be closed in good order.
12. Fuel oil heater opened up, cleaned, tested and found one tube in inboard tube bundle leaking.	12. One tube to be renewed. Tube bundles to be reinstalled to place, tested and fuel oil heater to be closed up with new gaskets.
13. Port boiler opened up and found: Sixty-nine 2" diameter screen tubes distorted, bent and leaking where rolled into steam drum. Thirty-five 2" diameter back water wall tubes warped, distorted, buckled and pulled from back wall. Insulation in back wall, floor and corbels part broken out.	13. The sixty-nine 2" x 9 gauge screen tubes and thirty-five 2" x 9 gauge back water wall tubes to be renewed with owners' furnished tubes. Floor, corbels and back wall refactory material to be part renewed. Upon completion of the foregoing repairs, the port boiler to be closed up, disturbed insulation to be replaced and boiler to be tested and proven satisfactory. Note: Owners to submit separate invoice for boiler tubes.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

NOTES

A. Necessary towboats to assist vessel in refloating operations, and shifting of vessel related thereto. (Owners to submit separate invoice.)

B. Necessary pilot's services during refloating operations, and shifting of vessel related thereto. (Owners to submit separate invoice.)

C. Necessary dredge services and related equipment to assist in refloating vessel from its grounded position. (Owners to submit separate invoice.)

D. Necessary grain barge to receive, transport, discharge and reload approximately 4,000 tons of wheat from vessel, while grounded, to assist in lightering. (Owners to submit separate invoice.)

E. Necessary services of four evacuators to remove the above cargo, and to reload same. (Owners to submit separate invoice.)

F. Necessary grain elevator storage facilities to store the removed wheat cargo from vessel. (Owners to submit separate invoice.)

G. Necessary labor and equipment to unload the above four evacuators and associated pipes from trucks, and to load and secure equipment on barge for delivery to vessel, while grounded, and to remove the equipment from barge and place on deck of vessel, and removal ashore after completion of usage.

H. Necessary labor to assist vessel's crew in handling evacuators during removal of cargo into grain barge, and to assist in return of grain to vessel. (Owners to submit separate invoice.)

I. Owners to submit separate invoice for diesel oil fuel consumed by the grain evacuators during lightering operations.

J. Necessary divers to inspect vessel's stern area appurtenances, immediately after refloating on September 9, 1969.

K. Necessary divers to inspect vessel's underwater hull surfaces on September 11, 1969. (Owners to submit separate invoice.)

L. Necessary launch services to and from vessel, while aground and at anchorage from August 26 to September 10, 1969.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

NOTES (Cont'd)

M. Necessary launch services to and from vessel while at anchorage from September 10 to October 2, 1969. (Owners to submit separate invoice.)

N. Necessary land transportation for personnel, material and equipment between various shops and launch dock at Sabine Pass, Texas, from August 26 to October 2, 1969.

O. Owners to submit separate invoice for consumed fuel oil by the vessel, while grounded, and during refloating operations.

P. Owners to submit separate invoice for replacement fresh water consumed by the vessel, while grounded, and during refloating operations.

Q. Necessary labor assistance to assist contractors in repairs to port boiler, inclusive of handling of replacement tubes and removal of debris, etc., from fire room.

R. Owners to submit separate invoice for purchase of 104 port boiler tubes.

S. Scrap is of no commercial value.

It was reported that the vessel's underwater exterior surfaces will be examined at next drydocking, and that internal examination of the vessel's cargo tanks will be made after cargo is discharged, to determine possible damage, for which a further survey will be held.

Coastal Marine Service, Inc., Port Arthur, Texas, submitted a price of $18,233.00 to effect the foregoing repairs, exclusive of item 13 and Notes "A", "B", "C", "D", "E", "F", "H", "I", "K", "M", "O", "P", and "R". This price is considered fair and reasonable.

It was agreed that if carried out alone, the foregoing repair would require:

Labor and equipment to load evacuators:	Note "G" --	$1,536.00
Divers, September 9, 1969:	Note "J" --	207.00
Launch service from August 26 to September 10, 1969:	Note "L" --	9,600.00
Land transportation:	Note "N" --	800.00
Labor assistance, port boiler:	Note "Q" --	1,418.00

Continued . . .

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REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - AUGUST 20TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

NOTES (Cont'd)

The foregoing repairs, as enumerated in part of Item 13, pertaining to renewal of thirty-five back water wall tubes, and renewal of refractory material, are to effected by Marine Maintenance Company, Houston, Texas, and the foregoing repairs, as enumerated in part of Item 13, pertaining to renewal of sixty-nine screen tubes, are to be effected by Mariner's Company, Inc., Edgewater, New Jersey, on a "time and material" basis. The costs for the time and material expended in making the repairs, as enumerated in Item 13, will be submitted to the undersigned for review.

SURVEYOR'S NOTES

It is the opinion of the undersigned that the conditions enumerated in the foregoing under items 9, 12 and 13, and Notes "Q" and "R", would not reasonably be attributable to the alleged cause as set forth in the preamble of this report, and the owners' representative was so informed.

It was mutually agreed by all interested principals in attendance at this survey that the cost to effect the repairs described in Items 9 and 12, and Note "Q" would be in the amounts of:

Item 9	$ 567.00
Item 12	$ 404.00
Note "Q"	$1,418.00

Costs expended for repairs as described in item 13 and Note "R" have not been made available to the undersigned at this time.

Also surveyed at this time:

Case No. 84-2364 - No. 2 generator failure, crew's negligence, July 29, 1969.

Case No. 84-2369 - No. 1 generator failure, crew's negligence, August 14, 1969.

Drafts of vessel after refloating and removal of approximately 4,000 tons of cargo:

Forward -- 29'5"
Aft -- 32'8"
Mean -- 31'0 1/2"

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Case No. 84-2371 (Cont'd)

Departure of vessel from Beaumont, Texas	-	2228 hours, August	25, 1969
Vessel grounded	-	0634 hours, August	26, 1969
Commenced refloating operations (tugs and vessel's engine)	-	1002 hours, August	26, 1969
Commenced lightering vessel	-	1716 hours, August	31, 1969
Completed lightering vessel	-	1405 hours, September	7, 1969
Commenced dredging operation	-	1540 hours, September	7, 1969
Completed dredging operation	-	2105 hours, September	8, 1969
Refloated vessel	-	0322 hours, September	9, 1969
Vessel at anchorage	-	0906 hours, September	9, 1969
Commenced reloading cargo	-	1310 hours, September	9, 1969
Completed reloading cargo	-	2330 hours, September	14, 1969
Departure of vessel from anchorage	-	0100 hours, October	3, 1969

The foregoing repairs, exclusive of port boiler repairs, commenced 0700 hours, August 27, 1969, and completed 1800 hours, October 2, 1969.

During this repair period owners effected various repairs, inclusive of repairs to electrical equipment, forced draft fans, refrigerating system, life boat davit guards and steam stripping pump, which were carried out concurrently with the foregoing damage repairs.

Damage to the port boiler, as described in item 13, was reported on September 15, 1969. Repairs to port boiler commenced on September 15, 1969, and were completed on September 28, 1969.

Repairs were checked, found being carried out according to survey, and all work being done as specified.

Survey made without prejudice, and subject to adjustment.

(signed) A. D. Shaw

(typed) A. D. Shaw
Surveyor

ADS:gnk

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - AUGUST 26TH, 1969)

SALVAGE ASSOCIATION, LONDON
Galveston, Texas

NEW YORK OFFICE
Room 800 - 100 William St.
N.Y., N.Y. 10038

March 20, 1970

SURVEY REPORT NO. G. 855

THIS IS TO CERTIFY

that the undersigned Surveyor at this port did at the request of John P. Tilden Limited, 100 William Street, New York, New York, and on behalf of the Underwriters concerned, survey the,

S/S "AVENGER"

18332 Gross Tons Register, of New York

(Owners: Marine Carriers Corporation)

for the purpose of ascertaining the nature and extent of the damage alleged to have been sustained on August 26, 1969, at approximately 6:34 A.M., in consequence of the subject vessel having stranded approximately 1,000 yards offshore from the west jetty of the Sabine-Neches Ship Channel and approximately 150 feet west of the Channel, while outbound on a voyage from Beaumont, Texas, to Bombay, India, laden with approximately 28,300 tons of wheat cargo.

For further particulars, please refer to the subject Vessel's Log Books and Statements of the Interested Parties, and Statements copied below.

Extracts of the Master's Protest, Master's Statement, Chief Engineer's Statement, and the Deck Log Book Entries are copied below:
(Adjuster's Note: Reports and Statements having been copied above, are omitted.)

On August 27, 1969, and subsequent dates the Undersigned Attending Surveyors proceeded to the West Bank of the Sabine-Neches Ship Channel, Sabine Pass, Texas, between Buoys R"6" and R"4", where the subject vessel lay hard aground and upon examination the following damage was found and recommendations made:

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

SURVEY REPORT NO. G. 855 (Cont'd)

FOUND	RECOMMENDED
1. Vessel hard aground on West Bank of the Sabine-Neches Ship Channel, Sabine Pass, Texas, between buoys R"6" and R"4" on a true heading of 172 degrees and approximately 150 feet out of the channel.	Vessel to be lightened by the discharge of cargo into barges, together with dredging operations.
Previous efforts to refloat vessel using the main engines and tugs were unsuccessful.	
Soundings were taken around vessel and found as follows: Forward Port Side-30'-0" Forward Starboard Side-24'-0" Port Aft-26'-0" Midship Port-24'-0" Midship Starboard-22'-0"	
Soundings along port side ranged from 24'0" forward to 26'-0" aft. Drafts on departure from Beaumont, Texas, 34'-02" forward, 25'-08" aft, and mean 34'-11".	
2. Vessel was lightened from August 31, 1969, until September 7, 1969, by discharging approximately 4,000 tons of grain into Barge "H-1" and by use of the Dredge "ARMADILLO" September 7, 1969, and September 8, 1969.	All cargo tanks fuel oil tanks, double bottom tanks, fore and after peak tanks, cofferdams, pumprooms, bilges to be sounded to ascertain whether vessel is making water.
Vessel was subsequently refloated at 3:22 A.M. on September 9, 1969 and proceeded to anchorage.	Steering engines, main engine and auxiliary equipment to be tested and proven in good working order.
3. Main condenser subjected to sand and other foreign debris.	Main condenser to be opened, throughly cleaned, tested and closed up in good order.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)

SURVEY REPORT NO. G. 855 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
4. Two (2) salt water service pumps pumping silt, overloaded, and subjected to sand and other foreign debris.	Pump rotors to be disconnected and removed to the repair facility. Bearings to be renewed and coupling alignment to be checked and corrected. Upon completing rotors to be returned, reinstalled, reconnected and pumps closed with new gaskets and packing. Pump motors and controllers to be tested and proven satisfactory.
5. Fire and general service pump pumping silt, overloaded and subjected to sand and other debris.	Pump rotor to be disconnected and removed to the repair facility. Bearings and packing sleeves to be renewed. Shaft and coupling alignment to be checked and corrected. Upon completion, rotor to be returned, reinstalled, reconnected and pump closed with new gaskets and packing. Pump motor and controller to be tested and proven satisfactory.
6. Forward auxiliary circulating pump subjected to sand and other debris.	Pump rotor to be disconnected and removed to repair facility. Bearings and wear rings to be renewed. Casing rings to be machined, shaft to be built up by welding and machined and coupling alignment to be checked and corrected. Upon completion, rotor to be reassembled, returned to the vessel, reinstalled, reconnected and pump closed with new gaskets and packing. Pump motor and controller to be tested and proven satisfactory.
7. Heat exchangers and auxiliary condenser subjected to sand and other debris.	Heat exchangers and auxiliary condenser to be opened up, cleaned, tested and closed up in good order.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26, 1969)
(Cont'd)

SURVEY REPORT NO. G. 855 (Cont'd)

GENERAL NOTES

A. Necessary examination of vessel's underwater body to be examined at the next regular drydock period.

B. Necessary tugboat services to be furnished to assist vessel during refloating, lightening and shifting operations.

C. Necessary pilot's services to be furnished during refloating operations.

D. Necessary barge services and related services to be furnished to receive, transport, discharge and reload approximately four thousand tons of grain from vessel for lightening.

E. Necessary services of four (4) evacuators and related equipment to be furnished to load and unload grain.

F. Necessary grain elevator storage services and facilities to be furnished.

G. Necessary labor and equipment to unload the four (4) evacuators and associated piping and fittings and to load and secure same aboard Owners furnished barge for delivery to grounded vessel and for unloading operations subsequent to refloating the vessel.

H. Necessary labor and material to assist vessel's crew in handling evacuators while discharging and reloading of lightened grain to the vessel and for loading, discharging grain from the grain elevator and grain barges.

I. Necessary dredge services and related equipment to be furnished to assist in refloating the vessel.

J. Necessary launch services to be furnished to transport personnel, materials and equipment to and from the grounded vessel from August 26, 1969, to September 10, 1969.

K. Necessary launch services to be furnished to transport personnel, materials and equipment to and from the vessel while afloat at anchorage from September 10, 1969, to the completion of damage repairs.

L. Necessary diver services to be furnished to examine vessel's underwater hull on September 9, 1969, immediately subsequent to refloating.

M. Necessary diver services to be furnished to examine underwater hull as per United States Coast Guard requirements on September 11, & 12, 1969.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26, 1969)
(Cont'd)

SURVEY REPORT NO. G.855 (Cont'd)

GENERAL NOTES (Cont'd)

N. Necessary land transportation to be furnished to transport personnel, material and equipment between various shoreside shops and launch dock at Sabine, Texas, from August 26, to October 2, 1969.

O. Necessary fuel oil to be furnished to vessel during refloating operations.

P. Necessary grain evacuators diesel fuel oil to be furnished during cargo discharging and reloading operations.

Q. Necessary fresh water to be furnished to vessel while aground.

R. Mooring lines and related equipment broken during refloating operations to be replaced as original.

Items Nos. 3, 4, 5, 6, 7, and General Notes G, J. L. and N were carried out by Coastal Marine Services, Port Arthur, Texas, in the agreed sum of Fifteen Thousand Eight Hundred Forty Four Dollars ($15,844.00), which is considered fair and reasonable.

The necessary tugboat services, General Note B, were carried out on a "time and material" basis by various contractors in the sum of Fifty Nine Thousand Three Hundred Thirty Six Dollars and Ninety Five Cents ($59,336.95). Invoices for the foregoing services are listed below:

D.M. Picton & Co., Inc.	Invoice No. 691871	$12,987.70
D.M. Picton & Co., Inc.	Invoice No. 691824	12,481.00
Detsco, Inc.	Invoice No. 1245	5,460.00
G & H Towing Company		484.60
G & H Towing Company		15,725.76
G & H Towing Company		9,577.05
G & H Towing Company		2,620.84

NOTE
Owners were advised on August 27 and 29, that further tugboat assistance was unlikely to refloat the vessel until cargo was discharged.

The cost of the necessary pilot services, General Note C, are to be rendered on a separate invoice by the Owners.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26, 1969)
(Cont'd)

SURVEY REPORT NO. G 855 (Cont'd)

The necessary barge services costs, General Note D, are to be rendered on a separate invoice by the Owners. Invoices for the off hire survey of the barge and the cleaning and repairs to the barge upon redelivery to her Owners are listed below:

Off Hire Survey	$ 97.00
Cleaning & Repairs	729.17

The necessary services of evacuators and related equipment, General Note E, were furnished by various contractors in the sum of Fourteen Thousand Six Hundred Eighty Eight Dollars and Fifteen Cents ($14,688.15). Invoices for the foregoing services are listed below:

Enro Maritime Enterprises, Inc.	$14,256.25
Anderson Trucking Co. No. 9-26110	193.90
Heldt Bros. Trucks No. 21473	238.00

The necessary grain elevator storage facilities, General Note F, were furnished by Cargill Incorporated Grain Elevator, Port Arthur, Texas, on a "Time and Material" basis in the sum of One Thousand Four Hundred Ninety Dollars and Seventy Four Cents ($1,490.74).

The labor and materials, General Note H, were furnished by Port Arthur Stevedores, Port Aathur, Texas, on a "Time and Material" basis in the sum of One Thousand Three Hundred Thirteen Dollars and Thirty One Cents ($1,313.31).

The necessary dredge services, General Note I, were furnished by Service Marine Company, Inc., Galena Park, Texas, on a "Per Diem" basis in the sum of Twenty Four Thousand Dollars ($24,000.00).

The necessary launch services from September 10, 1969, to the completion of repairs, General Note K, were carried out on a "Per Diem" basis by various contractors in the sum of Six Thousand Three Hundred Sixty Dollars ($6,360.00). Invoices for the foregoing services are listed below:

Deep Sea Headquarters	$ 575.00
Paul T. Duff	135.00
Quality Fish Co., Inc.	2,800.00
Quality Fish Co., Inc.	2,800.00
Capt. H. H. Guidry	50.00

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - AUGUST 26, 1969)
(Cont'd)

SURVEY REPORT NO. G 855 (Cont'd)

The necessary diver services, General Note M, were carried out on a "Per Diem" basis by L.J. Stutes in the sum of Eight Hundred and Eight Dollars ($808.00).

The cost of the necessary fuel oil furnished to the vessel during refloating operations, General Note O, to be rendered on a submit invoice by the Owners.

The cost of the necessary diesel fuel for the grain evacuators, General Note P, to be rendered on a submit invoice by the Owners.

The necessary fresh water supplied to the vessel, General Note Q, was furnished and delivered by the Marine Fueling Services Inc. in the sum of Two Hundred and Fifty Dollars ($250.00).

The necessary mooring lines and related equipment, General Note R, were furnished by Stedman Marine Supply Co., Port Arthur, Texas, in the sum of Five Thousand Two Hundred Eleven Dollars and Fifty Cents ($5,211.50).

Owners submitted an invoice in the sum of Sixty Three Dollars and Thirty Two Cents ($63.32), for the reproduction of the Vessel's Log Book entries by the Port Arthur Blue Print Company, Port Arthur, Texas.

RECAPITULATION

Items Nos. 3, 4, 5, 6, 7, and	$ 15,844.00
General Notes G, J, L, and N	59,336.95
General Note B	826.17
General Note D	14,688.15
General Note E	1,490.74
General Note F	1,313.31
General Note H	24,000.00
General Note I	6,360.00
General Note K	808.00
General Note M	250.00
General Note Q	5,211.00
General Note R	63.32
Reproduction Costs	
TOTAL	$130,192.14

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26, 1969)
(Cont'd)

SURVEY REPORT NO. G 855 (Cont'd)

NOTES

The foregoing costs are those which have been received as of the date of the writing of this survey report and additional costs may be forthcoming.

In addition to the foregoing costs the Owners submitted costs for carrying out repairs to the atmospheric drain tank pump and the fuel oil heater in the sum of $567.00 and $404.00 respectively. In the opinion of the Undersigned Attending Surveyor, these damages were not sustained in consequence of the subject casualty.

Arrival at grain elevator, Beaumont, Texas:	0942	July 23, 1969
Commenced loading cargo:	0904	July 24, 1969
Completed loading cargo:	1125	August 1, 1969
Departed grain elevator, Beaumont, Texas:	2228	August 25, 1969
Vessel grounded:	0634	August 26, 1969
Vessel refloated:	0322	September 9, 1969
Vessel anchored at Sabine Pass, Texas:	0906	September 9, 1969
Vessel departed Sabine Pass anchorage:	0100	October 3, 1969
Vessel departed Sabine Bar:	0200	October 3, 1969

ATTENDING SURVEYORS
G. W. R. KENRICK
RUSSELL BRIERLY
ROBERT CWALENSKI

UNDERWRITERS' SURVEYOR

/s/ G. W. R. Kenrick

/t/ G. W. R. KENRICK

(Adjuster's Note: The Report of the American Bureau of Shipping being substantially in agreement with the Report copied above is omitted.)

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REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(REFLOATED - - - - - - - SEPT. 9, 1969)

AMERICAN BUREAU OF SHIPPING
45 Broad Street, New York, N.Y. 10004

REPORT NO. BT7275

BEAUMONT, TEXAS SEPTEMBER 9, 1969

S.S. "AVENGER"

THIS IS TO CERTIFY that the undersigned Surveyor to this Bureau did, at the request of the Owner's Representative, attend the steel, screw tank steamer "AVENGER" of New York, New York, Official No. 296,045, as the vessel lay afloat at the Sabine Anchorage, Sabine Pass, Texas, on September 9, 1969, in order to examine the vessel for possible damage alleged to have been sustained at 0634 hours, August 26, 1969, as a result of going aground between Buoys "R-4" and "R-6", while proceeding from Beaumont, Texas, to the Sabine Channel Anchorage. Vessel refloated at 0322 hours, September 9, 1969. For further particulars see the vessel's Log and report as follows:

UPON EXAMINATION FOUND

1. The fore peak, after peak forward and after pump rooms, forward dry cargo hold, after cofferdams and machinery spaces were examined and no apparent damage noted. All the cargo tanks were sounded and no indication of leakage from the sea noted.

RECOMMENDED

That upon completion of discharge of the vessel's present cargo all the cargo tanks be examined internally and any damage noted to be dealt with to the satisfaction of the attending Surveyor.

This survey is not complete.

The undersigned recommends that this vessel be retained as classed with this Bureau.

/s/ F. J. Sherlock

/t/ F. J. SHERLOCK
Surveyor.

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REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - AUGUST 26TH, 1969)

S[illegible] ASSOCIATION, LONDON
NEW YORK OFFICE
Room 800 - 100 William St.
N.Y., N.Y. 10038

May 29, 1970

Report No. G. 917

THIS IS TO CERTIFY

that the undersigned Surveyor at this port did at the request of John P. Tilden Limited, 100 William Street, New York, and on behalf of the Underwriters concerned, survey the,

S/S "AVENGER"

18332 Gross Tons Register, of New York

(Owners: Marine Carriers Corporation)

for the purpose of ascertaining the nature and extent of damage alleged to have been sustained in consequence of overworking strain on port boiler as a consequence of the subject vessel grounding and subsequent refloating between the dates of August 26, 1969, to September 9, 1969, near Sabine Pass, Texas.

For further particulars, please refer to the subject Vessel's Log Books and the extract of the Log Book copied below:

August 26, 1969 - Ship aground at 06:34. Various bells as per bell book with no success.

August 28, 1969 - At 18:30 hours secured port boiler and main engine.

September 1, 1969 - Starboard boiler on continuous blow.

September 2, 1969 - Starboard boiler on continuous blow.

September 3, 1969 - Midnight to 02:33 maneuvering as per bell book.
05:20 to 08:00 maneuvering as per bell book.
Cut in port boiler at 08:15, maneuvering bells as per bell book.

September 4, 1969 - 08:00 steam off main unit, jacking gear engaged and turning. 08:15 secured port boiler.

September 6, 1969 - Changed water port boiler.

September 7, 1969 - Starboard boiler on continuous blow.

September 8, 1969 - Starboard boiler on continuous blow. Started fire in port boiler at 03:30. Steam off main engine at 18:45 hours. Steam back on main engine at 22:00 hours.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Report No. G. 917 (Cont'd)

September 9, 1969 - Steam off main unit and jacking gear in at 09:15. F.W.E. 09:06. Generator tripped out at 02:00 while main engine going astern full cut out. Port boiler at 03:00 apparently leaking.

On September 15, 1969, and subsequent dates, the Undersigned Attending Surveyor proceeded to Sabine Pass Anchorage, Sabine Pass, Texas, where the subject vessel lay afloat and upon examination the following damage was found and recommendations made:

FOUND	RECOMMENDED
PORT BOILER	
1. Sixty nine (69) 2" x 9 BWG screen tubes started at top end roll into steam drum and leaking.	To be removed and renewed with Owner furnished tubes.
2. Thirty five (35) 2" x 9 BWG back water wall tubes warped and distorted and pulled from back wall.	To be removed and renewed with owner furnished tubes.
3. Refractory on back headers top and bottom, back wall, steam drum and water drum in way of damaged tubes.	To be removed and after tubes are completed to be renewed.

GENERAL NOTES

A. Necessary opening and closing of port boiler as required to effect repairs.

B. Necessary removals as required to effect repairs. After repairs are completed replace removals.

C. Necessary testing and retesting as required to prove repairs tight.

D. Cost of new tubes and freight to be supplied by Owner.

E. Necessary boat service to vessel lying at anchorage to be supplied by Owner and billed separately.

The foregoing repair was placed in hand with the Marine Maintenance Company of Houston, Texas, by the Owner's Representative on a "time and material basis".

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Report No. G. 917 (Cont'd)

The following invoice costs have been submitted by the Owners for repairs on the Port boiler.

1. Marine Maintenance Company, Houston, Texas, in the sum of Nineteen Thousand Four Hundred Eighty One Dollars and Thirty Two Cents ($19,481.32).

Marine Maintenance Company, Houston, Texas, for Owner authorized Premium Overtime in the sum of Three Thousand Nine Hundred and Ninety Dollars ($3,990.00).

2. Mariners Company Incorporated, Edgewater, New Jersey, in the sum of Eight Thousand Seven Hundred Forty One Dollars and Twenty Cents ($8,741.20).

3. Mariners Company Incorporated, Edgewater, New Jersey, in the sum of Three Thousand Seven Hundred Forty One Dollars ($3,741.00), for supply of boiler tubes.

In the opinion of the Undersigned Attending Surveyor the invoiced labor charges to effect repairs to the Port boiler are excessive.

NOTE
It is reported that the Owners contracted repairs to the Port boiler with Marine Maintenance Company, Houston, Texas, on a "time and material" basis.
The boiler tubes were furnished by the Owners, part of the supply being reportedly made by Mariners Co., Inc; of Edgewater, New Jersey.

When the back wall boiler tubes were fitted it was found that some tubes were incorrectly bent, and required cutting and extensive rolling.
The screen tubes were reportedly found to be incorrectly bent and required to be forced into the lower drum using chain falls and hammers. Extensive drifting and rolling was reportedly necessary after fitting the screen tubes.

In the opinion of the Attending Surveyor the incorrectly bent tubes caused abnormal man hours in completion of repairs.

In addition tothe foregoing invoiced costs the Owners have submitted the following invoices for services and supplies.

Launch Service, September 9, 1969, to September 16, 1969	$2800.00
Launch Service, September 16, 1969, to September 23, 1969	$2800.00
Port Arthur Blueprinting Company	$ 63.32
Marine Fueling Service - 100 tons fresh water minimum charge	$ 250.00

The launch service from September 9, 1969, through September 29, 1969, was supplied by Owner to facilitate several functions such as repair to boiler, repair to vessel's pumps and auxiliary equipment and shore leave for crew of vessel. It was reported that launch service as furnished caused considerable delay to boiler repair contractor.

Continued . . .

REPORT OF SURVEY ON VESSEL AT SABINE PASS, TEXAS
(STRANDED - - - - - - - - - AUGUST 26TH, 1969)
(Cont'd)

Report No. G. 917 (Cont'd)

SUMMARY

Marine Maintenance Company	$19,481.32
Marine Maintenance Company (overtime charges)	3,990.00
Mariners Company, Inc.	8,741.20
Mariners Company, Inc. (new tubes supplies)	3,741.00
Launch Service	5,600.00
Port Arthur Blueprinting Company	63.32
Marine Fueling Service - Fresh Water	250.00
	$41,866.84

NOTE
Insufficient information has been submitted forthe Attending Surveyor to agree that the damage is properly attributable to the cause alleged by the owner.

Repairs commenced: September 15, 1969
Repairs completed: September 29, 1969

ATTENDING SURVEYOR
RUSSELL BRIERLY & ASSOCIATES
C. A. LEWIS

UNDERWRITERS' SURVEYOR
/S/ G. W. R. Kenrick
/T/ G. W. R. KENRICK

(Adjuster's Note: The Report of the American Bureau of Shipping being substantially in agreement with the Report copied above, is omitted.)

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA

SALVAGE ASSOCIATION, LONDON
New Orleans, La.

NEW YORK OFFICE
Room 800 - 100 William St.
N.Y., N.Y. 10038

March 13, 1970

SURVEY REPORT NO. N.O. 3255

THIS IS TO CERTIFY

that the undersigned Surveyor at this port did at the request of John P. Tilden, Ltd., 100 William Street, New York, New York, and on behalf of the Underwriters concerned, survey the

S. S. "AVENGER"

18,322 Gross Tons Register of New York

(Owners: Marine Carriers Corporation)

for the purpose of ascertaining the nature and extent of the damage alleged to have been sustained in consequence of boilers and feed-water contamination, due to alleged crew negligence, discovered on October 4, 1969, while vessel was at sea, enroute from Beaumont, Texas, to Bombay, India, in laden condition.

For further information, please refer to the vessel's Log Books, Statements Etc., Extracts and Copies, respectively, embodied below.

EXTRACT OF DECK LOG BOOK: (Adjuster's Note: The Log Extracts having been copied above, is omitted.)

STATEMENT OF EDWARD R. LOTT, CHIEF ENGINEER:

(Adjuster's Note: The Statement having been copied above, is omitted.)

On October 16, 1969 and subsequently, the Undersigned proceeded to the vessel as she way lying afloat at Anchorage No. 2 East Bank of Mobile River, Mobile, Alabama, and upon examination, the following damage was found and repairs recommended:-

Continued . . .

BEST COPY AVAILABLE

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

FOUND	RECOMMENDED
PORT AND STARBOARD BOILERS FOSTER WHEELER - "D" TYPE	
1. Reported that superheater tubes in both boilers leaking freely and unable to maintain water in boilers.	Necessary disconnections and removals to be made for access to water and firesides of port and starboard boilers for examination. When directed water sides of boilers to be closed, hydrostatic test applied and afterwards boilers dumped.
2. All tubes, water and steam drums, headers, etc., show heavy deposits of salt and scale, two (2) superheater tubes in port boiler and one (1) in starboard boiler heavily sagged and ruptured, also desuperheater joints in starboard boiler leaking.	Superheater tubes to be plugged. Joints in way of starboard desuperheater to be renewed, tested and proven satisfactory. Upon completion of above waterside of boilers to be closed, using new gaskets, connections to be made and boilers filled with mixture of chemicals supplied by Owners and part by contractor. Boilers to be slow fired and chemical cleaning effected under the supervision of "Drew" Chemical Service Engineer. (Owners to submit separate invoice for cost of chemicals and service engineer.) Upon completion of chemically cleaning, boilers to be blown down, opened for examination, closed, re-filled with water and caustic soda. After warming up boilers and circulating soda ash, boilers to be emptied and flushed out with fresh water. Top rows of superheater tubes to be turbined. On completion of above, and when directed, all disconnections and removals to be replaced in good order and boilers hydrostatically tested and left ready for steaming.

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
STEAM LINE AND STRAINER	
3. Main steam line and strainer heavily fouled with deposits of salt and scale.	To be chemically cleaned, flushed out, hydrostatically tested and proven in good order.
4. Strainer basket fouled with salt deposits, ruptured and fractured.	Strainer basket to be removed to shop, frame to be faired, strainer metal renewed and afterwards basket returned to vessel and re-installed as originally.
H.P. TURBINE	
5. Turbine subjected to salt deposits.	Nozzle block to be removed for internal examination of turbine.
6. Inner surfaces of casing, diaphragms and rotor fouled with heavy deposits of salt.	Necessary disconnections and removals to be made, upper casing to be raised, rigged clear, turned over and interior areas chemically cleaned. Rotor to be disconnected, rigged from engine room, transported to shop and blasted with fly ash. Rotor to be set up in lathe, checked for truth, journals polished and afterwards rotor dynamically balanced. Diaphragms to be chemically cleaned, inner stage packing cleaned and freed up. When directed rotor to be returned to vessel, rigged into engine room and reinstalled to place. Upper casing and all disconnections and removals to be re-placed in good order. Disturbed insulation in way of above repairs to be renewed.

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
L.P. TURBINE	
7. Turbine subjected to salt deposits	Inspection plate to be removed from casing for examination of rotor and afterwards re-installed in good order.
MANUVERING VALVES	
8. Ahead and astern manuvering valves fouled with salt deposits.	Valves to be opened, cleaned, freed up and closed in good order using new joints and packing.
MAIN CONDENSER	
9. Condenser subjected to undue operating temperatures.	Condenser to be hydrostatically tested.
10. One hundred seven (107) fiber plugs in way of condenser tube sheet loose and disturbed.	To be renewed. (Owners to submit Separate Invoice for plugs.)
TURBINES, FOR FORWARD AND AFTER GENERATORS	
11. Turbines for the forward and after generators subjected to salt deposits.	Necessary disconnections and removals to be made, turbine and gear upper casing raised clear for internal examination.
12. (a) Inner surfaces of casing, diaphragms, rotors in way of both turbines fouled with heavy deposits of salt.	Turbine rotors together with pinions and diaphragms to be disconnected, rigged from engine room and transported to shop. Rotors and diaphragms to be blasted with fly ash. Both rotors together with pinions to be set up in lathe and checked for truth.

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
TURBINES, FOR FORWARD AND AFTER GENERATORS (Cont'd)	
12. (a) (Cont'd)	12. (a) (Cont'd)
	Blades and shrouding in way of rotors to be hand filed and dressed.
	Upon completion of above rotors together with pinions to be dynamically balanced.
	Rotor and pinion journals to be honed.
	Turbine casings to be chemically cleaned.
FORWARD TURBINE UNIT	
12. (b) Turbine rotor bearings heavily wiped and gland packing springs distorted.	To be renewed.
AFTER TURBINE UNIT	
12. (c) Thrust bearing, collar and pinion bearings heavily wiped and scored.	Thrust bearing and collar to be renewed.
	Pinion bearings to be remetaled and fitted to journals.
	Upon completion of above rotors, together with bearings, pinions and diaphragms to be returned to vessel rigged into engine room and reinstalled to place.
	Upper turbine and gear casings and all disconnections to be replaced in good order.
	Disturbed insulation in way of repairs to be renewed.

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
GOVERNORS AND OVERSPEED TRIPS	
12. (d) Governors and overspeed trips for both generators subjected to contamination with salt deposits and/or undue operation.	To be completely disassembled, cleaned, freed up, re-assembled and proven in good order. Upon completion of above repairs, units to be tested and proven in good order. Above turbine repairs to be effected under the supervision of Westinghouse Service Engineer.
EQUIPMENT USED IN TOWING OPERATIONS	
13. Insurance wire parted approximately 50' from one (1) end and spliced eye in other end crushed and heavily stretched.	Wire in way of break to be cropped back to good material and spliced together and the damaged eye section cropped out and new eye spliced. Upon completion of above, wire to be re-stowed on reel as originally. Owners to submit separate invoice for repairs to cable and handling of same.
14. Reported two (2) hawsers parted during towing operations.	To be renewed. (Owners to submit separate invoice)
15. Starboard anchor disconnected from chain and lashed off in hawse pipe. Anchor chain connecting link burnt off to free chain for towing operations.	Chain to be connected to anchor using new connecting link, furnished by Owners.

GENERAL NOTES:

(A) Necessary towboats to be provided to transport work barges and equipment from shipyard to vessel and return.

(B) Necessary launch service to be provided to transport labor and materials from shipyard to vessel and return.

Continued . . .

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REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

GENERAL NOTES: (Cont'd)

(C) Necessary labor to be provided to moor and unmoor barges and handle equipment required to effect repairs.

(D) Necessary float and gangway to be provided for access to vessel.

(E) Necessary services of derrick barge to be provided for handling parts and equipment and heavy lifts on and off vessel.

(F) Necessary gas free certificate of working areas to be provided prior to effecting repairs.

(G) Necessary connections to be made, 1000' of hose furnished and connected between shore and vessel for supplying of freshwater, and upon completion of repairs, all removed and returned to shipyard.

(H) Necessary services of diesel powered air compressor with operator to be provided, and connections made to engine room bilge and freed pumps for air supply during course of repairs.

(I) Necessary labor to be provided to accept delivery of Owners rental diesel driven generator, place same on barge, deliver and moor barge alongside vessel and afterwards connect generator to vessels shore power line. Upon completion of repairs generator to be returned to shipyard.

(J) Necessary removals and replacements to effect repairs.

(K) Necessary photographs to be taken as directed.

(L) Necessary labor to be provided to standby and assist during period of raising steam, and for testing repaired machinery after steam is raised.

(M) Owners to submit Separate Invoices for the following:

1. Towing of vessel from point of breakdown to Gulf of Mexico to anchorage at Mobile, Alabama, as follows.

   (a) Tug "John T. Walsh"
   (b) S/S "Seafarer"
   (c) Tug "Rescue"

2. Services of assisting tugs to assist vessel from sea buoy to anchorage.

3. Services of tugboats to assist vessel on departure from anchorage.

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

GENERAL NOTES: (Cont'd)

(M) (Cont'd)

4. Services of pilots on arrival and departure.
5. Services of line handlers to moor and unmoor vessel on arrival and departure.
6. Rental of additional mooring cables.
7. Launch service for crew.
8. Chemicals and service engineer for cleaning boilers.
9. Main condenser plugs.
10. Repairing and handling insurance cable.
11. Two (2) new hawsers.
12. Anchor chain connecting link.
13. Rental of diesel generator together with operator.
14. Approximately 1000 tons of freshwater.

Alabama Dry Dock & Shipbuilding Company, Mobile, Alabama, submitted a price in the amount of FIFTY NINE THOUSAND TWO HUNDRED TWENTY THREE DOLLARS - - ($59,223.00), to effect the foregoing repairs, exclusive of Note "M". This price is considered fair and reasonable.

Surveyor's Notes:

In order to expedite sailing of vessel, the owners authorized repairs to be carried out on a part overtime basis, thereby incurring a bonus cost of ELEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS ($11,550.00), which is not included in the above agreed prices.

Vessel Arrived Anchorage	- - - -	October 13, 1969
Repairs Commenced	- - - -	October 13, 1969
Repairs Completed	- - - -	November 2, 1969
Vessel Departed Anchorage	- - - -	November 2, 1969

Continued . . .

REPORT OF SURVEY ON VESSEL AT MOBILE, ALABAMA
(Cont'd)

SURVEY REPORT NO. N.O. 3255 (Cont'd)

The Acting Surveyor is of the opinion that the damage is properly attributable to the cause alleged by the Owner and noted in the report preamble.

ACTING UNDERWRITERS' SURVEYOR

JAMES P. JOHNSON

UNDERWRITERS' SURVEYOR

(signed) D. Wilkinson

D. Wilkinson

(Adjuster's Note: The Report of the American Bureau of Shipping, being substantially in agreement with the Report copied above, is omitted.)

DISBURSEMENTS (Cont'd)

$ 44,647	65	Forward	
100	00	MOBILE BAR PILOTS ASSOCIATION	
		For services for crew and boat in transportation to and from the Tug "RESCUE"	$ 100 00
5,927	50	MOBILE LAUNCH SERVICE	
		Oct. 13 - Nov. 1, for running and turning lines loose from ship	$ 200 00
		Oct. 13 - Nov. 1, for rent of mooring cables 20 days.	1,000 00
		Oct. 13 - Nov. 1, for launch service rendered	4,727 50
			$ 5,927 50
12	50	ALABAMA STATE DOCKS DEPARTMENT	
		For harbor fee	$ 12 50
108	75	UNITED STATES DEPARTMENT OF AGRICULTURE	
		For ship and cargo condition	$ 108 75
70,773	00	ALABAMA DRY DOCK AND SHIPBUILDING CO.	

DAMAGE ALLEGED TO HAVE BEEN SUSTAINED ON OCTOBER 4, 1969 AND SUBSEQUENT DATES IN CONSEQUENCE OF CREW NEGLIGENCE IN FAILING TO MAINTAIN PROPER BOILER WATER CONDITIONS CAUSING BOILERS TO PRIME AND CARRY OVER TO THE MACHINERY. VESSEL WAS ENROUTE FROM BEAUMONT, TEXAS TO BOMBAY, INDIA IN A LOADED CONDITION.

SURVEY AND REPAIRS CONDUCTED WITH VESSEL AT ANCHORAGE, IN RIVER, LOADED WITH GRAIN.

FOUND	RECOMMENDED
PORT AND STARBOARD BOILERS (FOSTER-WHEELER "D" TYPE STEAM GENERATORS)	
Port and starboard boilers (watersides) contaminated with salt water, tubes headers, drums, etc., show heavy scale and salt deposit.	Disconnect and remove necessary access doors, panels, air registers, handhole plates and steam drum manhole plates for examination of fire and water-

(Cont'd)

$121,569	40	Forward

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GENERAL AVERAGE	PARTICULAR AVERAGE	VESSEL and OWNERS
October 4, 1969		
$ 43,971 78	$ 675 87	
100 00		
5,927 50		
12 50		
108 75		
$ 50,120 53	$ 675 87	

DISBURSEMENTS
(Cont'd)

$121,569	40	**Forward**	
		ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)	
		FOUND (Cont'd)	RECOMMENDED
		PORT AND STARBOARD BOILERS (Cont'd)	
		Two (2) superheater tubes leaking in port boiler and one (1) in starboard.	sides. Close boilers, fill and apply hydrostatic test. Superheaters to be dumped, leaking tubes plugged and boilers retested to prove repairs tight. Make necessary connections to chemically clean boilers. Mixing tanks, circulating agitation. Circulate chemicals, crew to fire boilers to maintain proper temperature. NOTE: Chemicals and services of Drew Engineer to be furnished by Owner and billed separately. Contractor to furnish additional chemicals, wet and dry. Prepare mixture inject into boilers. All connections to be replaced and the chemical cleaning process continued. When directed, empty chemicals, neutralize and flush out boilers. Open for examination. Remove handhole plates and power turbine top rows of superheater tubes. Water wash with high pressure hose generating and superheater tubes. When boilers are thoroughly washed down and flushed out, replace all plates with new gaskets.
		Starboard boiler desuperheater leaking.	Joints to be renewed, connections to be made and the starboard desuperheater line tested and made tight. Replace removals made in drum.
			(Cont'd)
$121,569	40	**Forward**	

DISBURSEMENTS
(Cont'd)

$121,569	40	Forward

ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
PORT AND STARBOARD BOILERS (Cont'd)	
MAIN STEAM LINE Fouled by salt and scale.	Connections to be made and main steam line to be chemically cleaned and flushed out. Apply hydro test to boilers and steam lines as required by regulatory bodies. Upon completion of cleaning, repairs and testing, replace all removals and leave boilers ready for operation.
AHEAD AND ASTERN MANEUVERING VALVES	Valves to be opened, cleaned, freed up, closed with new joints and packing. Renew disturbed insulation.
MAIN STEAM LINE STRAINER BODY	To be opened and strainer removed.
Strainer shows heavy salt built up bulged and fractured.	Strainer to be removed to shop, cleaned, repaired, replaced on vessel and closed. Renew insulation.
H. P. TURBINE Heavy deposits of carry over, scale and salt.	Open nozzle block for examination of H.P. internals. Make necessary removals to disconnect, rig, raise and remove the top half of turbine casing clear of rotor. Rotor to be disconnected, rigged clear of casing and transported from engine room and vessel to shipyard.

(Cont'd)

$121,569	40	Forward

DISBURSEMENTS
(Cont'd)

$121,569	40

Forward

ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
H.P. TURBINE (Cont'd)	Fly ash blast rotor, check r. in lathe, polish journals, dynamically balance and when passed, return to vessel and lower into engine room. Chemically and manually clean both halves of turbine casing to remove all residue. Reconnect rotor in place. Close turbine. Replace all removals, steam lines, etc. Harden up all fasteners. Renew disturbed insulation.
L.P. TURBINE Subjected to contamination.	Access plates to be removed for examination. When passed replace plates, as original.
GENERATORS - (WESTINGHOUSE UNITS) Forward and aft generators heavily contaminated with salt and scale.	
GENERATOR GOVERNORS	Both governors are to be removed, completely dismantled, thoroughly cleaned, reassembled with some new parts (weights, bushing, etc.) and reinstalled on units.
GENERATOR, OVERSPEED TRIPS	Both generator overspeed trips to be removed, freed up, made operable, replaced and repacked.

(Cont'd)

$121,569	40

Forward

DISBURSEMENTS
(Cont'd)

	21,569	40	Forward

ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)

FOUND (Cont'd)	RECOMMENDED (Cont'd)
GENERATOR TURBINES, GEARS AND BEARINGS	Necessary disconnects and removals to be made, turbine and gear casings to be raised and rigged clear for examination and repairs. Both turbine rotors, pinions and diaphragms to be removed and transported to shop. Rotors to be fly ashed blasted. Supply machine and install a new coupling on aft generator rotor. Rotors and pinions to be set up in lathe and checked for true. Shrouding and blades to be dressed. Rotor and pinion journals to be honed and polished. Rotors and pinions to be dynamically balanced. Diaphragms to be fly ash blasted and dressed as necessary.
AFT GENERATOR	Thrust bearing and collar to be renewed. Two (2) pinion bearings to be remetalled on aft generator.
FORWARD GENERATOR	Renew rotor bearings and gland springs on forward generator.
BOTH GENERATORS	Return all parts to vessel and lower into engine room. Turbine casing and gears to be manually and chemically cleaned. Lube oil lines to be removed as required to clean. Sumps to be pumped out and cleaned. All parts to be reinstalled, close casings and replace all removals. Renew disturbed

(Cont'd)

	$121,569	40	Forward

DISBURSEMENTS
(Cont'd)

$121,569	40	ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)	
		FOUND (Cont'd)	RECOMMENDED (Cont'd)
		BOTH GENERATORS (Cont'd)	insulation. Leave both generators ready for service.
		Manufactures Service Engineer	All work to be performed under the Supervision of Westinghouse Field Service Representatives.
		MAIN CONDENSER	Main condenser to be hydrostatically tested. 107 fiber plugs to be renewed and the condenser proven tight. NOTE: Owners furnished plugs, cost of plugs to be separate billing.
		INSURANCE CABLE Used for towing. Parted approximately 50 feet from one end. Eye splice in opposite end crushed.	To be repaired by Owners. NOTE: Cost of repairs to be submitted by Owners on a Separate Bill.
		HAWSERS (ROPE) Reported that two (2) rope hawsers were broken during towing operation.	To be renewed by Owners. NOTE: Cost of new synthetic rope to be submitted by Owners on a Separate Bill.
		STARBOARD ANCHOR AND CHAIN Starboard anchor lashed off in hawse pipe. Chain layed on deck reported to have been used in towing operation.	Chain to be attached to anchor with new Owner-furnished connecting link. NOTE: Cost of new connecting link to be submitted by Owners on a separate bill.
		GENERAL	
		(a) Towboats and Launch Service Furnish services of towboats for transporting work barges and equipment from shipyard to vessel and return. Maintain launch service to transport labor and material to and from vessel and shipyard.	
		(b) Services, Air Compressor 1. Furnish diesel driven air compressor and operator t:	
			(Cont'd)
$121,569	40	Forward	

DISBURSEMENTS
(Cont'd)

$121,569	40	Forward

ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)

GENERAL (Cont'd)

(b) Services, Air Compressor (Cont'd)
1. (Cont'd)
perform repairs.
2. Make connections and furnish compressed air to feed pump for filling boilers, test pump for hydro test, connection to headers for agitation of chemicals and to circulating pump for chemically cleaning. Upon completion, make disconnects and return equipment to shipyard.

(c) Services, Shore Generator
Take delivery of Owner's rental diesel generator, transport to vessel on barge, moor barge alongside vessel and connect generator into vessel's switchboard for shore current, lights and power. Upon completion of repairs, make disconnects and return generator to shipyard.
NOTE: Cost of rent on generator to be separate billing by Owners.

(d) Services, Fresh Water
Furnish approximately 1000' of hose to make connections from shore to vessel at anchorage for supplying fresh water for ship's use and boilers. When complete, make disconnects and return all equipment to shipyard.
NOTE: Cost of water to be reparate billing by Owners.

(e) Work Barges and Gangway
Furnish necessary labor to moor, maintain and unmoor work barges and equipment required to perform repairs.
Provide and maintain gangway for access to vessel.

(f) Derrick Barge
Furnish services of floating gantry (derrick barge) for handlingparts, equipment, material and miscellaneous heavy lifts on and off vessel.

(g) Gas Free Certificate
Necessary gas free certificate of working spaces to be obtained prior to effecting repairs.

(h) Photographs
Furnish services of photographer to take pictures of forward generator rotor and main H.P. turbine.

(Cont'd)

$121,569	40	Forward

DISBURSEMENTS
(Cont'd)

$121,569	40	Forward		
		ALABAMA DRY DOCK AND SHIPBUILDING CO. (Cont'd)		
		GENERAL (Cont'd)		
		(i) Derrick Barge Furnish services of derrick barge to raise approx. 600 ft. of 2½" wire cable from river and place on deck of vessel. Cable used for towing purposes.		
		(j) Labor Furnish necessary labor to assist in keeping bilges pumped out and to remove all debris resulting from cleaning and repairs.		
		(k) Trials Furnish necessary labor to standby and assist during periof of raising steam, venting and blowing down operations and for trying out repaired machinery when steam is raised.	$ 59,223	00
		Necessary Overtime authorized by Owners Representative to expedite sailing of vessel	11,550	00
			$ 70,773	00
		(Adjuster's Note: Account approved by Salvage Association, London in full less overtime and by United States Salvage Association Inc. in full less overtime which approved for cost only. The Adjusters are advised no credit is due for the value of scrap material except as dealt with in the account. Overtime bonus in the amount of $11,500.- is allowed in General Average as it resulted in a saving of 7 days Port of Refuge which expenses of wages, overtime, nite mates and engineers, fuel oil, deck and engine stores, Owners Representative and Agency fee and expenses would have far exceeded this amount.)		
$121,569	40	Forward		

October 4, 1969

GENERAL AVERAGE	PARTICULAR AVERAGE	VESSEL and OWNERS
$ 50,120 53	$ 675 87	
	59,223 00	
11,550 00		
$ 61,670 53	$ 59,898 87	

DISBURSEMENTS
(Cont'd)

$121,569	40	Forward	
3,109	20	SAUNDERS ENGINE & EQUIPMENT CO. INC.	
		Progressive Billing - Generator Rental From 8 A.M. 10-5-69 till 8 A.M. 10-24-69: 1 250 KW, 3 phase, 440 volt, 60 cycle, Caterpillar Diesel driven Generator Set (Portable) 216 hours @ $7.50 per hour	$ 1,620 00
		Labor: 1 driver and truck to New Orleans, La. and return to pick up and deliver generator to Yard: Labor - 12 hours @ $6.00 per hour	72 00
		1 Hertz Rental - 16 ft. stake truck, 3 days @ $12.00	36 00
		372 Miles @ $.10 per mile	37 20
		Furnished operating engineer, 3 shifts of 8 hours each per day, start 8 A.M. 10-17-69 till 8 A.M. 10-24-69 168 hours @ $8.00 per hour	1,344 00
			$ 3,109 20
		(Adjuster's Note: Account approved by Underwriters Surveyors.)	
2,601	25	SAUNDERS ENGINE & EQUIPMENT CO., INC.	
		Rental of 250 KW, 440 volt, AC, 60 cycle, Diesel driven Portable Generator from 8 A.M. 10/24/69 through 8 P.M. 10/30/69, Total 156 hours @ $7.50 per hour	$ 1,170 00
		3 - 55 gal. Drums of diesel fuel @ $21.25	63 75
		1 - 55 gal. Drum of HD30 Lube Oil (includes 4 drums)	82 50
		Rental of truck and driver to return Generator unit to New Orleans, Louisiana:	
		1 Hertz Truck Rental - 2 days @ $12.00 per day	24 00
		370 Miles @ $.10 per mile	37 00
		Driver - 12 hours @ $6.00 per hour	72 00
		Furnished Operating Engineer on a 24 hour basis from 8 A.M. 10/24/69 through 8 A.M. 10/30/69, total 144 hours @ $8.00 per hour	1,152 00
			$ 2,601 00
		(Adjuster's Note: Accounts approved as above.)	
$127,279	85	Forward	

Plaintiff's Exhibit 18 PAGES 155 - 232

Captain Blank's EBT

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IT IS FURTHER STIPULATED AND AGREED that all objections, except as to form, are reserved to the time of trial.

oOo

J O S E P H D O N A L D B L A N K, called as a witness, having first been duly sworn by the Notary Public, was examined and testified as follows:

MR. MESHEL: The notice dated July 19, '72, which the Master has been called here pursuant to, has called for the production of log books.

Now, Mr. Hopkins, I met with you and you advised that certain portions of the log book were missing. Have they been located?

MR. HOPKINS: They have not been located.

MR. MESHEL: In view of that fact, I reserve my rights to put further questions to the witness in the event the log books are, or those portions of the log books which are missing are discovered, since they pertain to the events immediately prior to the events in suit and are very important to my case.

EXAMINATION BY MR. MESHEL:

Q Have you stated your name for the record?

A No sir, I haven't.

Q State your name, please.

A My name is Joseph Donald Blank.

Q By whom are you presently employed, Captain Blank?

A I am on vacation at the moment, and not employed by anyone. Vacation, better qualify this, by vacation, I am on vacation by Master, Mates & Pilots, they are the ones who, because I have accumulated enough time for paid vacation.

Q Can you tell me when you terminated your employment with Marine Carriers Corporation?

A I don't have that right now. Actually it was in Portland, Oregon, and I think it was on the 13th of February, 1970.

Q Do you presently hold any licenses?

A I hold an unlimited Masters license, American. And an unlimited Masters license, Liberian.

Q Was that license ever suspended at any time in your career?

A Which one are we talking about, the American?

Q Either one.

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A Yes.

Q Which one was suspended?

A The American.

Q For what length of time?

A For three months.

Q And on what basis?

A Well, it was suspended on the basis of the findings of a Hearing Examiner in Port Arthur, Texas.

Q Was that investigation that you referred to incident to the stranding of the AVENGER in August of 1969?

A Yes, sir.

Q Prior to August of 1969, how long had you been Master of the S.S. AVENGER?

A Again, I don't remember these dates exactly, but I think I joined the ship in the first week of February of that year, in Hoboken.

Q And now we are talking 1969; is that right?

A Yes.

Q And prior to February, what had been your service?

A Well, I had been sailing for other companies as Master and Chief Mate, and been sailing most of my life.

Q Were you sailing in the capacity of Master before February of '69?

in June of that year. June of '69.

Q By the way, Captain, before coming here to testify, did you refresh your recollection from any books and records?

A What I have been doing essentially has been looking over the Coast Guard's Hearing only because of a personal matter involved, had nothing to do with this. But as a consequence of doing that, I have learned a few things. Recollected a few things.

Q What about anything else in addition to the Coast Guard minutes?

A No, sir. I haven't had access to anything.

Q When you left the ship, eventually, did you recall whether or not the logs were aboard that vessel?

A What logs are you talking about, sir?

Q Logs of the AVENGER. The vessel's deck, rough deck log books.

A The rough deck log books of the AVENGER were all aboard, with the exception of the log books which were incident to the grounding. Those, to my knowledge, were taken by the Coast Guard. And I don't recall having seen them.

Q Did you see them at the hearing?

A I saw them at the hearing.

Q And the log books that you are talking about that you saw at the Hearing are what, which log books are those?

A The deck log books.

Q Rough?

A Rough.

Q Now, on the prior trips to Turkey, had you experienced any machinery difficulty whatsoever with the Avenger?

A On several occasions we had minor stoppages.

Q Let's not characterize it.

Can you tell me what stoppages you had?

A No,sir, I can't here without having access to the log books or something. I don't carry that around. My memory is such that I just can't recall when they were, but I know we had some stoppages.

Q And was that stoppages in the vessel's engines?

A As a consequence of something mechanical, I really don't know.

Q Do you know whether or not your plant went dead, for example?

A I think on one or two occasions we actually lost the plant for a very short time.

MR. HOPKINS: On what voyage are you

referring to, Mr. Meshel?

MR. MESHEL: The one prior to the voyage in suit.

MR. HOPKINS: The voyage from Turkey --

MR. MESHEL: The second voyage to Turkey.

THE WITNESS: The only one that I recall where there was a stoppage was after I had cleared the Dardanelles and was proceeding down the Aegean Sea, we lost the plant for a few minutes, a minute.

MR. HOPKINS: Off the record.

(Discussion off the record.)

THE WITNESS: It lasted for a minute or two, that's all. We lost the plant and it lasted for a minute or two. I think that's what I said.

Q Now, do you recall any problem specifically with either the generators or the vessel's boilers on this voyage, the second voyage from Turkey to the United States?

A The stoppage, when we came out of the Dardanelles, I think was a consequence of the overspeed going out. But I couldn't prove it. I think this is what they told me had happened at the time.

Q The overspeed generator?

A Well, the overspeed is like a governor on the generator, yes.

Q Do you know whether or not you were having any problems with boiler carry overs?

A In the time that I commanded the AVENGER, we had two of them. I think, and I am not certain of this, but I know we had two. But where they occurred, I am not sure. But I think both of them were in Beaumont.

Q Is that while you were loading the cargo for this particular voyage in suit?

A Again, without reference to the log books, I don't recall the exact dates. And as I already said, I am not so sure that even both of them were in Beaumont. But I do, I can say with some confidence that we did have two carry overs.

Q And one of them was in Beaumont?

A I am almost certain one was in Beaumont.

Q Had you ever loaded in Beaumont prior to the Indian cargo?

A Not with the AVENGER, sir.

Q So in all probabilities it was the Indian cargo that we are talking about now at Beaumont?

A It could have been prior to it or during it. As I say, without access to the log books, I can't be certain.

MR. HOPKINS: Could we have an explanation of the words "carry over" for the record?

Does that refresh your recollection?

A Yes. We loaded --

Q When did you begin, commence to load?

A Commenced loading wheat at 0800 on the 28th of July, 1969.

Q When was the loading completed?

A 1125, 1 August, 1969.

Q Did the vessel sail after completion of loading immediately?

A No, sir, I did not.

Q Why not?

A The repairs were still being effected.

Q What repairs are those?

A Repairs to the engine, whatever they were doing.

Q You had no concern whatsoever with the repairs of the vessel's engine, to give us more particulars?

A Well, I don't know if I understand your word "concern." I was concerned. They were in the process of repairing the engine. They had shore personnel repairing the engine. And my concern, as I have testified previously, was that the ship run properly. If it took a little longer, well, they had to repair them, repair it properly.

Q Were any of your junior officers directly communicating with the shoreside personnel who were

working on this thing or we are working on that, without becoming too technical, because I am not an engineer.

Q I understand that.

A So he says, we are, the engine, our repairs are going fine or they are kind of slow, or something else. They just refer to repairs generally.

Q You don't recall any specific conversation, what was wrong with the engines.

A No, sir. I don't. With him.

Q Well, with anybody.

A With anybody. Other than I have already testified that I probably have discussed this earlier with company representatives or somebody, with just general statements as to what was being done, so far as I was concerned, because, not being an engineer, they would not get too technical with me.

Q Do you recall any conversations with anybody at Beaumont, Texas, either the ship owners' representatives or anybody, concerning the insufficiency of power of the engines?

MR. HOPKINS: I will object to the form of the question as implying that it was an insufficiency of power.

But you may answer the question.

Q Would you answer the question?

A We were alongside the dock, and there was no concern on my part, or anyone's concern of insufficiency of our power at that time.

Q I meant coming into the port of Beaumont, and while you were at sea and coming in.

A Yes, we discussed the troubles we had had. I naturally told them about the stoppage outside of the Dardanelles, and this type of thing. Again, without being technical, except I knew that something stopped the engine, without knowing what.

Q In addition to stoppage, I take it there was also an insufficiency of power in terms of RPM?

A Well, again, I think you have to qualify this, counsel, because insufficiency of power, if you lost the plant per se, you have got an insufficiency of power. But to say insufficiency of power on the voyage, no.

Q I show you --

MR. MESHEL: Let me have this marked for identification as Blank 2. A Stowage Plan.

(Stowage Plan was Marked Blank Exhibit 2 for identification, this date.)

Q Captain, I show you Exhibit 2, and ask you whether that refreshes your recollection as to the manner in which

the cargo was stowed aboard the AVENGER after she was finally completed in July of '69, at Beaumont.

A I presume it is, sir. It doesn't have any signature of mine on it. But I presume it is. I have no reason to dispute it.

Q Let me just ask you one more question about the power problem that I spoke to you about.

A Yes.

T-2 Q Isn't it a fact, Captain, that while you were at sea on the second voyage from Turkey to the United States, that you had problems in getting sufficient amount of RPM while cruising with that vessel? And that was the reason why some of the repairs were suggested by shoreside personnel?

A As I have already mentioned, or testified, I recall one stoppage explicitly. We had other minor problems with the engine, I think going to Turkey.

Q What were those problems?

A Something to do with the engine again. Where --

Q Konked out?

A I am not sure. If I had access to the log book I would certainly look to see if I could find if there was a stoppage or two enroute that way or where the other stoppage was. I seem to think of two, but I am not sure.

Q What about power loss? In other words, not a stoppage of the engines, but insufficient responding to bell signals.

A Well, this could have been without my making much of an issue of it, because many times at sea the engineers will call up on any ship, or most ships, and say we are slowing down because of, because of this, or this, and this, which means nothing to us, particularly, except that we must recalibrate our dead reckoning plots and this type of thing for navigational purposes because we are not making the speed that we had projected. But other than this, it doesn't figure any crisis on our part particularly, if they slowed down a little bit.

Q Whether they trigger a crisis or not is not really my question. My question is whether you recall specific problems with power on either the second voyage to Turkey or coming back from Turkey.

A I think, if I -- to try to go three and a half years, whatever it is now, that we had several little incidents of this nature, what they told us we would have to do or that, something.

Q All right.

THE WITNESS: Off the record.

(Discussion off the record.)

Q Now, can you tell us the name of the facility that you were loading the cargo at in Beaumont?

A Well, it was the grain berth, I think cargo or -- Continental Grain, I think owns it.

Q And do you recall that while the vessel was loading the grain that there was a loss of the vessel's power?

A Honestly, I don't. I don't recall. It could have been. I would not say there wasn't. But I don't recall if it --

Q Now, were there any Coast Guard representatives aboard your vessel while you were loading grain?

A I think we had some Coast Guard official aboard, not because we were loading grain, but because they were still making, effecting the repairs.

Q And had they issued to you any outstanding reports on defective machinery of the vessel while you were loading cargo or immediately before loading cargo?

A I don't recall again, but I think there was, what the Coast Guard chooses to call an 835 outstanding. But I don't recall this being issued at the time of loading. I think it was before. But I am not sure.

Q And I take it the reason they were aboard your vessel is because you wanted the necessary seaworthy

certificates so that you could sail; is that right?

A Well, the Coast Guard -- once the -- a repair is done to the engines or a repair is being effected, the Coast Guard automatically withdraws their approval of the ship until they see that the, whatever has been done has been done correctly.

Q Do you recall an officer by the name of Danali coming aboard your vessel?

A I think his name was Danesi, but I am not sure.

Q I think you are right. Ensign Danesi.

Did you ever have any conversations with that officer?

A Yes, sir, I did.

Q And do you recall at what point in time in the loading operation you had these conversations?

A Ensign Danesi was pretty much assigned to the vessel while the repairs were being effected, so I saw him almost every day. Whether we said hello or had a discussion concerning something on the ship, I couldn't recollect at the moment.

Q Do you recollect whether your discussions concerned itself with, or when the Coast Guard was going to issue the necessary papers so that you can leave?

A At sometime in this period, in time frame I

most certainly probably discussed it with him. Because as Master I couldn't go anywhere without permission from the Coast Guard to sail, or proceed.

Q Now, I believe you testified that loading was completed on August 1st, 1969. Do you recall when the vessel set sail from Beaumont?

A Pretty late in September.

MR. MESHEL: Let me have this marked --

MR. HOPKINS: Don't guess, Captain.

THE WITNESS: I don't really know then, unless I have access to something.

MR. MESHEL: Let's mark this xerox statement as Blank 3 for identification.

(Xerox statement was marked Blank Exhibit 3 for identification, this date.)

Q Captain, would you look at Blank 3 and see if that refreshes your recollection as to when the vessel sailed from Beaumont?

A Yes. The first sentence says 25th of August. I think it was September.

Q Now, can you tell us what the vessel was doing or what you were doing from August 1st to the 25th, for nearly a month?

A If you want to know what I was doing personally,

I was involved with several movements of the vessel in and around the grain elevator. Repairs were being effected. So we had to -- every time a ship came in to load grain we had to move the vessel somewhere, either with lines or otherwise.

Q Were any of those movements made without vessel's power, with the use of tugs?

A To my knowledge, one was made without vessel's power.

Q And that was because the vessel's plant was dead?

A Because they were working on it.

Q And do you know what, whether or not you were waiting for any spare parts from California during this time period?

A I don't recollect that we were waiting. We were obviously doing something there, but I don't know whether we were waiting for spare parts or what they needed to effect -- complete the repairs.

Q Let me see if I understand you correctly.

The vessel completed loading on the 1st, she didn't sail until the 25th.

A Yes.

Q During this whole time period you never once

concerned yourself with what repairs were being done to your vessel's engines?

A I was concerned every hour of the day about the repairs. But as to technical things as to what was being done, I am not an engineer --

Q So you had no idea whether they were working on the boilers, or the generators, the evaporators?

A My own impression, recollection is that they were working on generators. But whether they were working on many things, I guess I don't know, I have no idea. But I recall the generator overspeed trip was worked on.

Q Do you recall whether they were making any repairs to the boilers?

A No, sir, I don't. Maybe they were, I don't know.

Q Now, do you recall how many people you had, how many officers you had in your complement when you finally left on the 25th?

A We had a full complement as required by the Coast Guard.

Q And there came a time, I take it, when you had discussions with the Coast Guard's representative about your leaving Beaumont?

A Yes.

Q And can you tell me as precisely as possible what

that conversation was, what you said to him and what he said to you in return, concerning this subject?

MR. HOPKINS: Could we specify the Coast Guard Officer with whom this conversation was had?

MR. MESHEL: Yes. Ensign Danesi.

MR. HOPKINS: Danesi, is that correct?

THE WITNESS: Yes, sir.

A Ensign Danesi, this is very close to completion of repairs, maybe when the repairs have already been completed, I am not sure, advised me that we were to -- we had to vacate -- well, I knew that we had to vacate the berth, I had been advised earlier by the people who owned the berth, Continental Grain, that we had to vacate the berth. And the Coast Guard was requested for permission to move the ship somewhere, so we could get out of the berth. And Ensign Danesi advised me that we would have to shift to the Sabine Anchorage.

Q I take it you assumed that the Sabine Anchorage was out at sea and not where it actually was.

A Yes. This is correct.

Q And that was the reason why the vessel eventually went out to sea instead of going to the actual Sabine Anchorage?

A Well, I must take issue here. The vessel did not

go out to sea. The vessel went out to the Sabine Anchorage. This is where I had anchored before, and this, to my knowledge, was the Sabine Anchorage.

Q Did you later find out that that what you thought was the Sabine Anchorage was in fact not the Sabine Anchorage, that you were misinformed?

A Well, I am not so sure that I was misinformed as to the difference of opinion around the area as to where the Sabine Anchorage was.

Historically, or prior to my taking command of the AVENGER, the Sabine Anchorage to me went, meant out by the sea buoy, this is where we had anchored. I had anchored on other occasions.

Q Did you later find out that there was another position within the channel known as Sabine Anchorage?

A Yes, sir.

Q And this was after the event of the stranding that you learned this out for the first time; is that right?

A This is correct.

Q All right.

Now, at the time you left the dock at Beaumont, I take it that your junior officers had not provided you with the requisite charts because they weren't available

through local suppliers; is that right?

A That is correct, sir. We had made overtures to the Ship Chandlers in the area, including Ship Chandlers as far as Houston to provide us with charts. And they were unable to do so.

Q Now, do you have a copy of the chart that you actually had aboard the vessel with you today?

MR. HOPKINS: I can produce it.

MR. MESHEL: Would you, please?

MR. HOPKINS: There are two charts that have been given to me, and the Captain has -- may I put it on the record?

MR. MESHEL: Sure.

MR. HOPKINS: -- Captain has identified this Chart No. 1279 as having been the chart that was actually on board the vessel at the time by reason of the fact that the position of the grounding is plotted on her.

Is that correct, Captain?

THE WITNESS: Yes.

Q Is this the chart that you produced at the Coast Guard Hearing?

A Yes. This is the only one we have.

Q The chart that you have in front of you, is this

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the only one aboard?

A Well, we have hundreds of charts, but, I mean, for this, this area here.

Q For this area that we are talking about?

A Yes.

MR. HOPKINS: Can we mark this now?

MR. MESHEL: He says this was the only one that he had with regard to that area. What is the purpose of marking this?

MR. HOPKINS: Well, ask him what this chart is, will you?

MR. MESHEL: You can ask him on cross.

MR. HOPKINS: All right.

Q Now, do you know whether or not --

MR. MESHEL: Let me have this marked as Blank Exhibit 4.

(Chart No. 1279 was marked Blank Exhibit 4 for identification, this date.)

Q Now, Captain, I take it that the area that you were directed to go to by the Coast Guard Ensign known as Sabine Anchorage is not indicated in any manner in printing on Exhibit 4.

A You mean this chart?

Q Yes.

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A Yes, that is correct.

Q And I take it, had you been able to secure charts through the local dealers, which you were not able to do, there would have been charts available to you which would have indicated that area which you, which has been called Sabine Anchorage.

MR. HOPKINS: Only if you know, Captain.

A I did not have access to another chart.

Q My question is, though, you later learned, after the stranding, that there were charts which would show that designation as the Sabine Anchorage; is that right?

A The Coast Guard produced a more recent chart at the Hearing, which indicated that there was an anchorage in the area you just pointed to. But it did not describe it as Sabine Anchorage or any other anchorage. It described it merely as anchorage.

Q Would you now circle in red pencil that area which you now know to be Sabine Anchorage, on Blank Exhibit 4?

A No, sir, I think, I don't want to accept that reading. That wording. Because Sabine Anchorage is now divided into Sabine Fairway Anchorage, and into Sabine Basin Anchorage. Which would you like me to point to, sir?

Q You said that when you were at the Coast Guard

Hearings, a more up-to-date chart was produced; is that right?

A Yes, sir.

Q And on that chart you were shown the area which, to which they referred to as Sabine Anchorage; is that correct?

A Yes.

MR. HOPKINS: I object to that. He didn't say that. He said that the chart produced at the Coast Guard Hearing, a more modern chart, does not designate Sabine Anchorage.

Is that correct, Captain?

MR. MESHEL: You didn't listen to the question, Mr. Hopkins.

MR. HOPKINS: I did.

MR. MESHEL: Because the Captain has already answered it.

Read my question.

(Record read.)

MR. HOPKINS: Continue.

Q Let me go over this question again.

Captain, you were advised, I take it, at the Coast Guard Hearing to that area which the Ensign referred to as Sabine Anchorage; is that correct? After the events

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of the stranding.

A Yes, sir.

This is what he meant by Sabine Anchorage.

Q Is that area shown on Plaintiff's Exhibit 4? Blank Exhibit 4?

A No, it is not. This is 4, isn't it?

Q Yes.

A No, it is not.

Q It is still not there?

A No, sir.

Q Let me direct you to an area with my pencil.

Do you know what this area is called? Today, do you know what that area is called?

A Today this area is called Sabine Basin Anchorage.

Q Would you circle that on Blank 4, please, in red pencil?

And put your initials next to that circle.

A May I write down Sabine Basin Anchorage?

Q We already have that on the record, Captain. I don't want to clutter up this thing any more than it is.

Would you put your initials next to that?

A Yes, sir.

Q Thank you.

Now, I take it you ascertained after --

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MR. HOPKINS: I don't like to interrupt, but I think you should put a numeral there to indicate that one. He might be making other marks.

MR. MESHEL: On cross examination you can do anything you want with this thing.

MR. HOPKINS: I want the record straight now.

MR. MESHEL: He's already said that he designated this as --

MR. HOPKINS: You would never get it from the record, if he's going to put his initials someplace else.

MR. MESHEL: Do what you want.

MR. HOPKINS: Captain, will you mark the numberal 1 right underneath your initials that you have just put there, please, so we will know that? Just the numeral one, that's all, very simple. There may be other things to be put on there.

Q Now Captain, do I understand you correctly that this was the area which the Ensign, the Coast Guard Ensign was designating when he spoke to you and said Sabine Anchorage?

A Yes.

MR. HOPKINS: I object to the form of the

Q And your initials, too.

By the way, if the fix as contained in your report of grounding were accurate, this would put you how many nautical miles west of the fix which you have circled in red pencil?

A About 2,300 yards to the west.

Q All right.

Now, after leaving Beaumont, I take it, Captain, that your vessel lost its power in the Natches River?

A Yes, sir.

Q And what was the cause of that loss of power? If you know.

A The overspeed on the generator tripped out.

MR. MESHEL: Off the record.

(Discussion off the record.)

Q Is the area where you first grounded depicted on here?

MR. HOPKINS: Off the record.

(Discussion off the record.)

MR. HOPKINS: Let the record show that the chart that Mr. Meshel has just handed the Captain is a chart reflecting conditions in effect today in the area, and not necessarily in August of 1969.

MR. MESHEL: Right. I want to use it for

Blank

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MR. HOPKINS: A little X there now.

Q Would you circle the area, I think would be simpler, and you put your initials there.

A Yes.

Q We are now marking Blank Exhibit 6.

MR. HOPKINS: 6.

And the X marks the Macpetco Bend; is that right?

THE WITNESS: Yes.

Q Now, was the loss of the plant at Macpetco Bend similar to the loss of the plant that you experienced in the Dardenelles?

A If by similar you mean the vessel loses power and the lights go out, yes.

Q And you also lost your power in the engines; is that right?

A Well, by power, power to everything. Power to steering, power to almost everything.

Q She's dead in the water?

A For all practical purposes. Until the emergency generator cuts in.

Q Now, from Beaumont to the Bend, did you have any tug assistance?

A Without being absolutely certain, I think we had

a tug assisting away from the dock. And once we were clear of the dock, the tug was released.

Q Now, the Pilot that came aboard your vessel, was he up in the bridge with you?

A Yes, sir.

Q And did he remain up in the bridge with you from the time you left Beaumont until the time you stranded for the second time?

A Yes, sir, he did.

Q And during this time period, did he give all the orders to the crew up on the bridge?

A No. The only one he gave orders to was to the helmsman, which is customary.

Q Did you give any orders to the helmsman from the time the vessel left Beaumont until the vessel stranded for the second time?

A No, I did not.

Q Were you satisfied with each and every one of the orders given to the helmsman during the entire voyage from Beaumont to the second stranding?

A Yes, sir, I was.

Q Were you also satisfied with the direction and speed of the vessel at all times?

A I don't know what you mean by direction. We were

proceeding to the anchorage, and I was fully confident that we were going in the right direction.

Q To that area which you took to mean the Sabine Anchorage?

A That is correct.

Q Which was out beyond the breakwaters?

A Out beyond the jetty.

Q While you were up on the bridge during this entire time period, and when I say time period I am talking leaving Beaumont until she finally stranded for the second time, what, if any, orders did you give to the engine room, your junior officers, or anybody else?

A The Pilot gave the orders to the helmsman, and gave the orders for the, any change of speed that he required. As is customary. I gave other orders to the Third Mate on watch, or the Second Mate, when he came on, but had nothing to do with either the courses or the speed of the vessel.

Q What orders were those that you gave to the Third?

A When we touched at Macpetco Bend, one of the orders I gave the Mate on watch was to turn on the lights, searchlights on the side so that we could see where we were actually in relation to the beach. All the other orders

were purely, well, normal type operational orders that weren't really considered orders.

Q Such as what?

A. Turn the lights on -- turn the light on, some indicator light, or turn the radar on -- however, we did not use the radar, let's strike that out. We did not use the radar going down.

Various small orders, such as turn the indicator lights on, or this or that. But it's not considered anything other than the customary discussion.

Q So for all intents and purposes the navigation of your vessel was turned over to the Pilot?

A No, I don't know what you mean by turned over. The Pilot was following what is customary on Merchant Ships, that, knowing the, being familiar and knowing the area, he directs the course of the vessel to where the vessel was going. The Captain is on the bridge, observing the operation, and for him to merely interject and repeat the orders has been found to be absolutely unnecessary and many times causes some amount of conflict in the minds of the persons receiving the orders, because he's getting it from one and then another direction. So that historically it has proven best that one man gives the order -- the orders to the helmsman, and the change of

speed is made usually by the Pilot. The Master, of course, at all times has the prerogative of giving the orders.

Q This Pilot --

A At no time does he ever relinquish responsibility.

Q This Pilot's name was Mr. Throckmorton; is that right?

A Yes.

Q And he was from the Sabine Pilots Association?

A Yes.

Q And when he boarded your vessel, did you discuss with him your, where you were going?

A Yes. We said we were going to Sabine Anchorage.

Q And did you tell him to proceed beyond the jetty, as he ultimately did?

A I have already testified that I was in agreement with the direction the Pilot was going, and, insofar as the direction past jettys, this was enroute to the Sabine Anchorage.

Q Did you use the term Sabine Anchorage, or did you direct him to what you then thought was Sabine Anchorage?

A Sabine Anchorage was the term we used.

Q Do you remember the specific conversation you had with Mr. Throckmorton about that?

A He came aboard, and said: "Where are you going?" or something to that effect. which is common. And I said, "We are going down to Sabine Anchorage."

Q Did you or he discuss where that was?

A Pilot is well versed in the locality and knows where it is. I wasn't about to question his knowledge of what Sabine Anchorage was.

Q The question was whether you discussed it, not whether, what's usually done.

Did you discuss it Captain?

A I already said that we -- I told him where we were going, to the Sabine Anchorage.

Q Did you indicate to him where that was?

A No. Because this is the Sabine Anchorage.

Q Did you later find out by consulting charts that there is a Sabine Anchorage that you come upon before arriving at the jetty?

A Later I found out that there's a Sabine, another Sabine Anchorage. There are two.

Q Did you and the Coast Guard Pilot discuss your vessel --

MR. HOPKINS: The Coast Guard Pilot?

MR. MESHEL: Withdrawn.

Q Did you and the Coast Guard Ensign discuss

repairs still outstanding on your vessel prior to leaving Beaumont?

A Ensign Danesi told me to proceed down to the anchorage, that the repairs were not completed, and that we would have to complete the repairs at anchorage, because the berth was needed in Beaumont.

Q Now, when the vessel's plant went out at the Bend, can you describe for me how the vessel reacted when the power went off?

A We were in the process of going around the Bend. And when the plant was lost, the lights went out, and of course the RPMs dropped down. The ship had enough weigh on her that she made the Bend almost all of the way herself, just by the mere weight of the vessel being directed in a curved course.

Q Which direction did she shear?

A Well, when we finally settled on the bank, it was on, the bank was on the port side.

Q What portion of the vessel was on the bank?

A Well, most of the port side.

Q And --

A We are talking about a muddy bank now, it isn't like rocks or something like that, it was just a muddy --

Q What happened after you grounded on this muddy

bank at the Bend?

A The engineers were able to get the lights back on. And fortunately at the time there were three tugs waiting to bring a big ship, tanker, into a berth nearby. And because of the proximity of the tugs, we were able to immediately to get the assistance of all three.

Q What speed was the vessel going at immediately prior to losing power? As she, before she stranded on the bank for the first time.

A I don't recall at the moment, but I think 40 RPMs.

Q Is that full speed?

A No.

Q You say you don't recall what the speed was?

A I don't recall exactly how many RPMs we were making, but I think it was in the area of 40.

Q I am not asking the RPMs. I am asking you the speed. Was it half speed, full speed?

A Half.

Q Are you positive of that?

A No, I am not.

MR. HOPKINS: You mean you are not positive that 40 RPMs is half speed?

MR. MESHEL: No, he's not positive what

Q I understand that. But where were they located, where were they positioned? Did you have two aft and one at the bow?

A I think we had two on the bow and one aft.

Q All right.

Now, how long, approximately, did it take to pull the tug off --

A Pull the ship off?

Q -- pull the ship out of the mud?

A Well, it -- 13 to 32 is eighteen minutes. Nineteen minutes, excuse me.

Q Now, at this point in time, was the Pilot aboard your vessel concerned with the power of the vessel for the continuation of the voyage?

MR. HOPKINS: I object to the question as calling for the working of the Pilot's mind.

But go ahead and answer it.

MR. MESHEL: Let me rephrase the question.

Q Did the Pilot ever express a concern about the power of the AVENGER for the balance of the trip to anchorage? At this point in time.

A We discussed the possibility of another stoppage happening possibly. Yes.

Q And were any conclusions drawn with regard to the

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use of additional tugs?

A We discussed it, and felt that it was in the interests of safety to get a tug to assist us to the anchorage.

Q And did you take any steps towards getting tug assistance?

A Yes. The Pilot ordered the tug.

Now, it sounds like he ordered it, but actually -- he is the one with the VHF, the very high frequency radio, and all communication is done through the VHF. So per se, the Pilot ordered the tug. After I concurred.

Q Was any report made of this grounding immediately to the Coast Guard or any governmental agency?

A Immediately?

Q Yes.

A No, sir. We were proceeding down the river, and had no time to make out a report.

Q I understand that.

A The vessel was in motion.

Q Did you ever contact the Coast Guard by radio at the time that you grounded the first time to advise them that you didn't have a gyro compass and that your plant had tripped out?

A I made these report of vessel casualty or accident

you were going to take once you had cleared the jetty?

A Taking a bearing when we cleared the jetty. No. I don't quite understand why we would be taking a bearing clearing the jetty. The jetty is well lighted, and then there are points further down in the Sabine Channel.

Q Prior to stranding, where were you headed, Captain?

A We were headed for the Sabine Anchorage.

Q Which you have termed the Sabine Anchorage; is that right?

A Which to my knowledge was referred to by almost all of my colleagues as the Sabine Anchorage.

Q Do you remember at the Coast Guard Hearing you testified, and calling the area that you were headed for as the Fairway?

A I probably did, if it's in the Coast Guard Hearing, because --

Q You didn't use the expression anchorage, did you, Sabine Anchorage? You used the expression Fairway, didn't you, Fair Anchorage?

A If I did at that time it was because I had other access to other documents later.

Q Do you recall testifying that you didn't know that there was a difference between the Fairway and the

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Sabine Anchorage at the time that you left Beaumont? Do you recall testifying to that?

A Yes. Because I only had an idea of one anchorage.

Q So you were calling one the "Sabine Anchorage," and the area that you were headed towards before you stranded as "The Fairway"; isn't that right?

MR. HOPKINS: When is this?

MR. MESHEL: At the Coast Guard Hearing.

A This is at the Coast Guard Hearing. This is true, because this is how they were referring to them. And otherwise I couldn't answer the question properly if I kept on saying Sabine Anchorage when they meant the Fairway Anchorage, and so I picked up the thought of that, the train of their questioning.

But at no time up to the time of that grounding and later when I had access to other information did I think of the Sabine Anchorage being anywhere but at the sea buoy.

Q And everybody at the Coast Guard Hearing called it, the area that the Coast Guard Ensign had directed you to as "Sabine Anchorage"; isn't that right?

Just answer my question.

MR. HOPKINS: I will object to the form of the question.

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MR. MESHEL: On what ground?

MR. HOPKINS: On the grounds that you should quote the record to the man.

MR. MESHEL: Read the question to the witness again, please.

Q Listen to the question carefully, Captain, if you would.

MR. HOPKINS: You should ask --

MR. MESHEL: Go ahead. Will you please read my question back?

(Question read.)

A At the hearing, all of the Coast Guard officers referred to it as the Sabine Anchorage.

Q Okay.

And they referred to the area beyond the jetty as the Fairway Anchorage; isn't that right?

A Possibly for their convenience they did. Yes, sir.

Q And you thought you were going to the Fairway Anchorage; is that right?

A This is not true. I knew where I was going. I was going to the Sabine Anchorage.

Q Did you plot that in Exhibit 4 at the time you went with the Pilot, the area that you were going to, where you were going to?

A This would be doing something before the fact, because at that time, prior to leaving Beaumont, I had no idea where we would be anchoring in the Sabine Anchorage, because there might have been other ships there.

Q Would you indicate on the Exhibit 4 what you were calling Sabine Anchorage and what you called the Fairway Anchorage at the time of the Coast Guard Hearing?

A It's already marked on there, sir.

Q Would you point to it? I mean, where is it?

A Here.

Q What does that say on the chart? Does that say Fairway Anchorage or Sabine Anchorage?

A It says Fairway Anchorage.

Q Yes, I thought so.

Would you circle that area that you were headed towards with red pencil and put the number 4 and your initials next to it?

Would you do that for me, please, the area that you just pointed to with your finger that you said you were headed towards?

A To be absolutely correct, I would have to encircle the whole anchorage, because, as I just said earlier, I had no idea of how many ships were down there, so we would have to anchor somewhere in an anchorage that was away

from the other ships.

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Q Captain, didn't you just point to this part of the chart, Exhibit 4, which is labeled "Fairway Anchorage" and say that's where you were headed?

A The Fairway Anchorage which is enclosed by a magenta line.

Q Would you circle, and make the circle as large as you want, Captain, that area where you were headed towards before you -- before you stranded.

MR. HOPKINS: Could I go off the record?

MR. MESHEL: You will get redirect.

MR. HOPKINS: All right.

THE WITNESS: It's practically impossible, because with the draft of the ship, I would have to have made quite a long diagram here. If you want the general area, absolving me of possibly running the line over to a shallow water spot, I will be happy to do that.

Q Captain, didn't you point to that portion of the chart which has in purple ink area called Fairway Anchorage and say that that's the general area you were headed toward?

A This is the general area.

Q I am asking you to circle that written portion

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so that we can have reference at the time of trial to where that area is. And I am asking you to circle that.

A You are asking me to circle --

Q That area that you pointed to, that is right.

A I pointed to this area here, so, for all practical purposes, say that one right here.

Q Would you circle --

A Yes.

Q Would you circle the whole area that you referred to as Fairway Anchorage?

A Well, I can circle the whole Fairway Anchorage. If you are referring, you want me to circle the part where the ship could actually anchor with that draft, then I will have to go around the various spots.

Q I asked you the question twice, let me ask it again. I asked you that, to point out on the chart with your finger that area the general direction that you were headed towards which you called the Fairway Anchorage at the time of the Coast Guard Hearing. And isn't it a fact that you pointed to that lettering which is above, what you have now circled, and put your red initials on? Yes or no.

A Yes.

Q All right.

Now, would you be good enough to put the number 4 there? Indicate that that's position 4? Under your initials, so we know what we are talking about.

Thank you.

A Yes sir.

Q Now, would you describe for us what happened, and what you witnessed and what you saw while youwere on the bridge and immediately prior to the vessel stranding for the second time?

A This, I presume by the question you mean just prior to starting off, just prior to before we got to the jetty.

Q Well, I will tell you what. Why don't you take it from the time that you rendezvoused with the tug until you finally stranded. Would you narrate what happened?

A We took the E.M. BLACK tug, as a safety precaution, although it was not required for the navigation of the vessel, and proceeded down Sabine Pass towards what is now described as Sabine Fairway Anchorage. Prior to that, shortly prior, or prior to reaching the jetty, the pilot had the E.M. BLACK turn its searchlight on buoy 6, which was out of position.

We then proceeded on to the jetty, and just past the jetty we experienced a strong set --

Q In which direction?

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A Set is to.

Q Quite right.

To which direction?

A Set to the west.

The Pilot immediately gave a hard left, full ahead on the engines.

Q Do you have any idea why he suddenly gave that helm order?

A He suddenly gave the helm order because the vessel was setting towards the beach.

Q How far were you from the beach at the time that that helm order was given? The closest part of the beach.

A Well, the closest part of the beach was not where we were setting at the time, but where we had just passed, the end of the jetty itself. That's on our port quarter. We were setting down towards the western side of the channel.

He also ~~told the Pilot,~~ told the tug to start swinging around, this would help pull our, the bow to the port, and in the process of coming around, the tow line parted. And all of this happening within one minute or less. jpo

Q How far, in terms of yards, were you from the beach at the time the helm order was given?

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A I would have to look at the chart to be precise.

Q Be my guest.

A I don't actually --

Q Here are dividers.

A Thank you.

What I am doing is measuring from the end of the breakwater to where the vessel actually went aground.

Now, I have forgotten the question.

T-5 Q Yes. The distance from the AVENGER to the land at the time that the helm order was given.

MR. HOPKINS: It wouldn't be -- all right.

A It would have to be somewhere in this area.

Q Approximately a thousand yards?

A I don't know. 800 yards possibly.

Q Now, at the time that that helm order was given, do you know whether or not you were within the access of the channel?

A We had, just prior to coming abreast of the breakwater light, had the tug shine its light on buoy 6, which was out of position, and to the west of its regular position.

Q We will get to the buoy business in just a second. Would you answer my question first?

A At that time, I would say we were in the access

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of the channel.

Q Now, did your vessel ever leave the access of the channel from the time you made that left rudder movement until the time she finally grounded, and, if you did, when was the first point in time that she did leave the access to the channel?

MR. MESHEL: Off the record.

(Discussion off the record.)

(Question read.)

A Probably a hundred yards or more. It was setting down very fast. The channel was very narrow in that area.

Q How narrow was it?

A That's about 300 yards.

Q By the way, are you having difficulty measuring the narrowness of the channel because of the --

A Small scale chart.

MR. MESHEL: Off the record.

(Discussion off the record.)

Q How much time elapsed between the moment that she left the access of the channel until the vessel was aground?

(Question read.)

A We would be dealing in seconds, because, as the vessel sheared to the right, the bow would probably be in

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the mud within a matter of seconds. The vessel did not completely ground because she slithered through the mud on the periphery of the channel until she finally came to rest.

Q And was there a flood tide running?

A Yes, there was a flood tide running.

Q Could you estimate the strength of the tide?

A We estimated it on the way down.

Q As what?

A Two to three knots.

Q What about, any wind?

A The wind came up rather suddenly.

Q Could you estimate what the Beaufort scale reading was? And the direction.

A By Beaufort scale, I would say maybe force two or three.

Q Direction?

A Kind of hard to remember, but I think it was around from the northeast. In that quadrant anyway.

Q Now, did the flood tide, to your knowledge, affect the navigation of your vessel at all as you left the jetty area immediately before you stranded?

A I am trying to figure out what you want.

The flood tide apparently in that area causes

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a set to the west.

Q Now, at the time that you experienced this set, did either you or the Pilot make any adjustments or did you realize that there was a problem?

MR. HOPKINS: Adjustments of --

MR. MESHEL: Navigational adjustments.

A I think I have already said that the Pilot gave her left rudder, and full ahead as soon as he saw her setting to the west.

Q Now, do I take it that that adjustment did not correct the heading of the vessel?

A Well, it obviously didn't, the ship went aground. I mean, I am not trying to be facetious, but I mean --

Q I just wanted to know. I think it was clear, but I just wanted to be sure.

Now, were you able to read the number of RPMs on the bridge during the voyage from the Bend to the place that she ultimately stranded?

A The light was out in the indicator, but we were able to read it by flashlight.

Q Now, do I take it that this vessel under ordinary circumstances at half speed would do 40 RPM?

A In the maneuvering stature, 20, 40 and 60 are the maneuvering speeds. Slow is 20, 40 is half, and 60 full.

For maneuvering purposes.

Q Now, can that RPM be increased on that vessel, or could it have been increased for RPM greater than 80?

MR. HOPKINS: Greater than 80?

A No, sir.

Q Greater than 60, I am sorry.

A In several ways.

MR. HOPKINS: Is it yes or no, Captain? Could it be increased above 60? I mean, just yes or no is the answer.

THE WITNESS: All right. If we are talking about a maneuvering stature, no.

Q Was she on maneuvering speed at the time that she left Beaumont?

A We were under orders by Ensign Danesi not to exceed 60 RPMs.

Q Why?

A He was responsible for the repairs, and he felt that this would be sufficient. And these are normal operation speeds anyway. But presumably he gave us that restriction because he didn't want us to go any higher, and there was no need to go any higher than 60.

Q You say he -- was he concerned about the plant blocking out if you went beyond 60 RPM?

A No. That -- I don't know what his concern was. But he told us he did not want us to go beyond 60. I did not know if it was purely directed at the overspeed or some other engine problems he might have had.

Q So in any event, there was some engine problem which you don't know the particulars on, and that was the reason why you were directed not to go beyond 60 RPM.

A I think it's already been stated, the repairs had not been completed.

Q All right.

A And the Coast Guard authorized us to go down 20, 40 to 60.

Q Now, if this vessel had been outfitted for sea, could she have gone up to 80 RPM, under normal circumstances, if the machinery and its plant was all in satisfactory operating conditions?

A Even at just prior to the grounding, she should. she could have gone with the steam available up to 80. But it would only have been for a very short time. At sea, she would go into nozzles, which is a more economical way of running an engine, and then we would be cruising along at around 75 RPMs.

Q And for a deeply laden vessel as this one, you

would want at least that to insure maneuverability of that vessel; isn't that right?

A No. As a matter of fact, no. And the Pilot at one time stated that --

Q Don't tell us what the Pilot stated, just tell us what you know.

A No. Because if you are going too fast, it's impossible to turn a deeply laden vessel. She will sort of shear to the side and skid, skid around the turn rather than make a nice curvature around the turn.

Q So your testimony is that when you are navigating a deeply laden vessel you would rather have less power than more power?

A No, sir, I don't think I said that. If I said that, I did not mean that. I said going around these bends that we experienced, or any turns, that a deeply laden vessel will have so much of her own ~~weigh~~ way, so much inertia, if you give her too much inertia by increasing speed, there's a real good chance that she won't go around the turn.

Q What about non-bending situations?

A Well, in straightaway, of course it is, speed is the way you get from one place to the other, and the faster you go, the better.

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Q Was it easier to maneuver the AVENGER at 80 RPM or 60 RPM on a straightaway situation?

A On a straightaway situation, now, maneuvering is again, I don't think a good word. If you were to turn the vessel at 80 RPMs or 75 RPMs, there would be quite a motion sideways through the water. Even in, from a straightaway. And this is what we did not want around such a confined area as the Naches River or the Sabine Pass Channel.

MR. HOPKINS: What do you mean by movement through the water? I don't understand that.

MR. MESHEL: Can we just break off?

Off the record.

(Discussion off the record.)

(Record read.)

MR. HOPKINS: Captain, would it have been practical, good seamanship to have used 80 RPMs through any part of the Sabine Pass from Beaumont down to the jetty, would that have been good seamanship?

THE WITNESS: No, sir.

MR. HOPKINS: Why not?

THE WITNESS: Well, for the things I have just mentioned, the ship would not be able to be controlled properly, and, secondly, there are

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restrictions on the speed in that channel. And so 80 would be, was never in consideration.

Q What about when you get into a problem with a setting and you need extra power, might extra 20 RPMs be very important at that point?

A We were in a situation where we were almost, we were clear of the jetty, and we had to do something to try to stop the set. And that is why we set it up to full ahead.

Q And if you had had 80 RPM at that point, might you have been in a better position to maneuver your vessel to safety?

A No, sir. She would have slid sideway, we never would have made the turn in the first place.

Q So that when you go out to sea, you would rather have 60 RPM than 80 RPM?

A I wish we could sort of discriminate between at sea and in the Sabine Pass or the Naches River. If you are talking about seas, I have already said that economically it's best to have the ship go as fast as you can. At sea.

In a maneuvering situation, and, more particularly, in an enclosed area such as Naches River or Sabi Channel, it would not be a consideration at all. It would be absolutely a danger.

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Q Now, after your vessel grounded for the second time, what did you do to rectify the problem?

A When we realized the vessel was aground, we reconnected the tug by the use of the engine, and the tug tried to get it off.

Q Did you inspect the line, by the way, the ship's line?

A Frankly, I didn't. Because I was too concerned with the vessel aground, and had many other duties to be inspecting the line.

Q So you don't know if it was frayed or not?

A I know it wasn't frayed, because we tried to keep the very best possible lines that we had, particularly for the bow, because, in tying and docking, those lines are used first, and very important. So --

Q Very important to have good generators too, I take it.

A Yes, sir.

Q Now, how long did it take you before you realized that you were aground?

A Well, we kept the engines going, I have forgotten exact time, twenty minutes or so, hoping that we could sort of push her through the mud, because she was on the kind of edge of the channel, with the tug pulling on her.

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And we tried this maneuver until we realized that she wasn't going to come off. And then we tried backing her, see if she would go that way. And she didn't go that way either.

Q Any damage to the hull at all?

A No, sir, there was no damage to the hull.

Q Was she a hazard to navigation at that point? Was she in the middle of the channel?

A We weren't in the middle of the channel, we were on the side of the channel.

Q And what happened after you realized you couldn't get her out of the mud with ship's power?

A Well, we notified the Agent, told him to notify Captain Bunce, the company representatives. And from that time -- well, we -- after Captain Bunce arrived, we tried various things to get the ship off by ordering more tugs, very powerful tugs. And when we weren't able to -- unable to do so with tugs. And eventually we lightened the vessel five or six thousand tons, and dredged in the stern area of the AVENGER. And when this dredging was completed, we hired tugs and took the vessel off.

Q Once she was refloated, where did she go?

A When she was refloated, we actually went down the channel and anchored at the --

Q Sabine Anchorage?

210 a

A Sabine Anchorage.

Q And that's depicted --

A No, sir. This Sabine Anchorage is right down here where I have shown you.

Q You are talking about the Fairway Anchorage?

MR. HOPKINS: The area marked with numeral 4, is that better?

A And did you take anchor bearings, by the way, before you anchored it there?

A Actually we didn't anchor there.

Let me see now. I shouldn't say that, I am not sure.

Let me answer that this way:

If we anchored, we took bearings. This is the normal thing to do.

Q I am a little confused.

A There's a time element here which I am not certain of at the moment. If I recall, the Pilot that was going to bring the ship back up the Naches River was out in the area, and the Captain Throckmorton, the Pilot who was aboard when the ship grounded, and who was aboard when it was taken off, got off the vessel, and in this area, and was relieved by another Pilot. Now, in that short period of time I actually don't recall whether we

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anchored or not, but I know it was a relatively short time.

MR. MESHEL: Let me mark the general average statement as Blank Exhibit 8.

(General Average Statement marked Blank Exhibit 8 for identification, this date.)

Q Now Captain, I notice in the General Average Statement there are "extracts from the deck log." I don't have the engine log books available --

MR. HOPKINS: You have them available?

MR. MESHEL: The engine log books?

MR. HOPKINS: Right here, sir. That's the rough and smooth.

MR. MESHEL: Off the record.

(Discussion off the record.)

Q Captain, I notice in the General Average Statement, Exhibit 8, at Page --

MR. HOPKINS: Do you mind if he refers to the deck log book? As to what happened after she went afloat?

MR. MESHEL: All right.

Strike my question if you would.

Q Can you tell us what happened? She was refloated?

MR. HOPKINS: When was she refloated, Captain?

THE WITNESS: She was refloated on Tuesday,

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marked Plaintiff's Exhibit A for identification, this date.)

Q Now, would you identify the document for us, Captain? Is this the carbon of the original deck log book?

A Yes, sir. It has my signature on every, at least I assume that every one is signed by me.

MR. HOPKINS: It is the log book?

THE WITNESS: Yes, the ones that are signed by me.

Q I take it that this is not the original, but the carbon?

A Yes, sir.

Q Now, you say that after refreshing your recollection you realize that you did not anchor.

A Upon consulting the carbon copy of the log book, I see we did not anchor.

Q Where did you go, do you recall?

A The vessel used the anchor in the process of clearing and straightening out the vessel in the Sabine Channel. But once we got to the sea buoys, there was transfer of Pilots, and the vessel proceeded back up the Sabine Channel, under command -- not under command, but under the pilotage of another Pilot.

Q Where did you go?

A We went to the anchorage opposite the Coast Guard Station.

Q Which is called what?

A Which is called Sabine Basin Anchorage.

Q Is that what you have circled as 1 on Exhibit 4?

A Yes, sir. That is -- yes.

Q What did you do there?

A The vessel anchored, and completed repairs.

Q For what length of time did ittake to complete repairs?

A The vessel departed from the anchorage at 0026, on 3 October, 1969.

Q Where did she go?

A She went to sea.

Q Now, during the time that she was at Sabine Anchorage, did she have continuous repairs to the engine room machinery?

A To my knowledge, they were effecting repairs during that period.

Q To what machinery in the engine room?

A At this time I don't recall. As I qualified earlier, I knew they were doing, making repairs. Presumably something to do with the overspeed generator, and any other items that came up.

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Q Were you having problems with the boiler as well?

A I don't recall having any, but possibly they did.

Q Now, when you left on the 3rd, did you again have a recurring problem with the generators and/or with the boilers as you were on your trip?

A Yes.

Q Did your plant again conk out on you?

A I don't recall whether we had any plant conking out or not, but I do recall that we ran out of water, out of boiler water, and had to go on emergency generator, and be towed to Mobile.

Q I show you extracts from the deck log contained in the General Average Statement which has been marked as Blank Exhibit 8 at Page 15 and ask if this refreshes your recollection as to the loss of your plant the second time out.

A This indicates on 4 October at 1707 the generator kicked out and plant was lost.

Q Did you have to be towed again?

A No. Not at that time.

Q Did you have to be towed at a later time?

A Yes.

Q When?

A On 7 October, the JOHN T. WALSH, the tug

JOHN T. WALSH, gave us a hawser, and took us in tow.

Q Why was towing necessary this time?

T-6 A There's an entry here on 5 October 0130, informed by engine room port boiler leaking, starboard boiler cut in and resumed speed at 40 RPMs.

Next entry, 0830, informed by engine room no more water available. Fires extinguished, went on emergency generator.

Q Do you know where you were at the time that this happened? Physically where the vessel was?

A In the Gulf of Mexico.

Q What, if anything, did you do after this problem?

A Well, the tow -- the tug took us into tow, and we were advised to proceed to Mobile.

The tow was going along very slowly, so the company diverted another vessel of the company to come down and assist in the towing. The S.S. SEAFARER.

Q And where did the two vessels eventually tow you to?

A Mobile.

Q Back to Mobile?

A Well, to Mobile, sir.

Q To Mobile.

And approximately how long were you detained at

Mobile? 216a

Would it be through November 2nd, do you know?

A I think it was at least a month.

Q And during that month repairs, did you have repairs to the vessel's boilers by the shipyard?

A Yes.

Q Did you have repairs to the vessel's gyrc compass?

A Possible, I don't recall. But this is a routine repair to the gyro.

Q Would you call a month repairs to the engine room routine repairs?

A No, sir. I wasn't referring to routine being to the engine, just to the gyro.

Q Was it a major overhaul of the vessel's engines, to your recollection, at Mobile?

A It took them a month. Now, whether this constitutes a major overhaul or not, I don't know, sir.

Q I think that's a responsive answer.

A Yes.

Q Do you know whether or not one of your engineering people was found drunk at some portion during this, during these events, and dismissed?

A Which portion are you talking about? You mean from the time we grounded --

217 a

man fired." And per se, he fires him.

If the Chief Engineer has someone to be fired he requests that the man be fired.

And this is equally true of the stewards department.

MR. MESHEL: May we have that marked for identification, Extracts of Official Log.

(Extracts of Official Log was marked Blank Exhibit 9 for identification, this date.)

Q Captain, would you look through that exhibit and see whether you recognize your signature on those pages?

A Yes, sir.

Q And is that an accurate transcription by you of the official log?

A Well, I didn't make the transcription, but it looks like an accurate transcription of it.

Q Do you know whether --

Let's get back to this drunkenness business.

Do you know if Second Engineer Fowler was given any kind of disciplinary action for being drunk on the job?

A I don't recall without having access to the official log book.

Q Do I take it you have no personal knowledge of any salinity problem with the boilers during any of the

events that we have discussed here today?

A First of all, I don't think you asked me any questions about salinity problems. Up until this point.

Q Did the vessel have any salinity problems from Beaumont to the time that she actually stranded or left Mobile?

A Yes, sir.

Q What problems was she having?

A When a boiler leaks, some of the water gets into the boiler, and if the salinity of the water is such that it has a certain amount of salt, which is, or beyond the accepted limits, this salt will cause a crustation in the boiler. This is about the extent of my knowledge of it, except I know we -- they had this problem, and we had to stop.

Q Did you have that problem on the trip from the Dardanelles as well?

A I don't recall. Certainly we didn't stop, to my knowledge, for that reason at any time.

Q But I take it --

A Possibly -- this is an engineer thing, a salinity problem up until it gets to the point where something has to be done or the ship stops.

Q I take it, though, that there were boiler problems

and repairs at Beaumont, at the anchorage, at Mobile.

A The only one that I can say with any assurance is I know there were repairs at Mobile.

Q And that was because of leaking tubes?

A I don't know, sir. I presume it was.

Q Prior to this disciplinary proceeding that you initially told us about, have you ever been disciplined before?

A No.

Q When did the Coast Guard finally issue the AVENGER a certificate which allowed the vessel to leave the U. S. Port on its trip for India? Was that at Mobile?

A No, sir. We got permission to proceed on the trip to Trinidad to bunker to proceed to India at the time we left Sabine Pass Channel -- buoy, and dropped our Pilot. I mean, we had the clearance then.

Q Was that ever rescinded by the Coast Guard?

A When the ship got into Mobile, I presume it was rescinded, because we wouldn't go without -- once, as I think I said earlier, once repairs are started, the Coast Guard comes in and you have to start all over again for clearance by the Coast Guard.

Q What type of vessel was this, did I ask you?

A The AVENGER is a tanker.

Q Converted for dry cargo?

A I don't think the word "converted" is quite correct. Tankers can carry grain just so long as they are clean. So if by cleaning them up you imply converting, then we converted it from a dirty tanker to a clean tanker.

Q What was her summer dead weight, do you recall?

A No, sir, I don't. Those are vessel's particulars which are everywhere on the vessel, and when the Master or anyone else needs to know that knowledge, he merely consults them. I have sailed on too many ships to try to remember dead weights on all the ships I have sailed on.

Q She was a turbine vessel?

A Yes.

Q What horsepower, do you know?

A Again, off the top of my head, I think it was about twelve thousand five.

Q And the maximum speed in knots that she could make under optimum conditions?

A Well, under optimum conditions, loaded, or otherwise --

Q Fully loaded.

A I would say sixteen. Fifteen, sixteen.

Q Do you recall representatives of Westinghouse Electric being on your vessel at Beaumont and subsequently

repairing the vessel's generators?

A I knew that we had a Westinghouse representative aboard in Beaumont. But I did not know after, until after the grounding that he had actually accompanied the vessel down the Naches River and the Sabine Pass.

Q Did you have any discussions with your Chief Officer, or your Chief Engineer, or anybody else concerning limitations on the vessel's power leaving Beaumont?

A As I have already stated, Ensign Danesi qualified the condition under which he would let us proceed. And that was that we would set up a maneuvering stature of 20, 40 and 60, and not exceed it.

Q Did he ever advise you not to go out to sea? Or direct you not to go out to sea with that vessel?

A No,sir. It did not come up in discussion, because I was not proceeding to sea.

MR. HOPKINS: The answer is no, Captain?

THE WITNESS: The answer is no.

MR. MESHEL: That's all the questions I have.

EXAMINATION BY MR. HOPKINS:

Q Captain, when the Pilot came aboard, you have testified, as I recollect it, that you told him you were going to Sabine Anchorage; is that correct?

A Yes, sir.

Q What did he say to you then, if anything?

MR. MESHEL: I object to any hearsay statements.

MR. HOPKINS: That's part of the --

Q Did he say anything to you then?

A He affirmed it by saying "Yes."

Q Now, did you tell him what engine speeds would be available?

A At that time I told him, and then, to reassure, or reaffirm that everyone understood, on the blackboard on the bridge that we normally use for marking for courses, we wrote 20, 40 and 60 RPMs.

Q Did the Pilot ask you if you would make available to him anything more than 60 RPMs?

A No, sir.

Q Now, as you got down the pass --

Will you stand up now?

A Yes, sir.

Q -- into the area that you have circled on Exhibit 4, and put the numeral 1 at, did you have any discussions with the Pilot with respect to anchoring in that area?

Did you?

A Yes, sir.

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Q What was the discussion?

A After we took the --

MR. MESHEL: I am going to object, by the way, to the whole line, and I am going to move vigorously to strike it.

MR. HOPKINS: All right.

Q Go ahead.

A After we took the E.M. BLACK and proceeded down towards Sabine Anchorage, we conjectured what would happen if we should lose the plant. And, as a consequence, we discussed the alternatives. And we discussed the only alternative anchorage on the way. And --

Q And what anchorage was that?

A And that was the anchorage which is marked 1.

Q All right. And -- and at that time, the Pilot said, that is the only anchorage available, but you can't go in there, because, he consulted a sheet of paper that he had, sounding data sheet provided by the U.S. Army Corps of Engineers, which indicated that the depths in that anchorage were 2, approximately 2 feet, approximately less than 2 feet less than our draft. Which made it impossible -- not a consideration to anchor.

Q Now, after you went aground and were released.

Q Was there any normal occasion on each voyage when you would go to 75 RPMs?

A When the ship is at sea, and clears for a port, the engineers start putting on nozzles, which will increase the speed, and more particularly increase the steam so that the vessel can proceed at a higher rate of speed.

Q When would that normally be done?

A This would be done when we were free of the port. In other words, after we had dropped the Pilot, and were proceeding to our next port.

Q In other words, after you had cleared the sea buoy; am I correct?

A Yes, sir. When we were in, as I say, dropped the Pilot. I think the Pilots were -- because in some places the Pilot gets off after the sea buoy.

Q Now I want to refer you, Captain, to the page of the log book which has been marked as Plaintiff's Exhibit A, for August 26th, 1969.

Will you stand up, please?

A Yes, sir.

Q And read to us the following from the left hand side of the page.

"While approaching Sabine Pass Channel to seaward the towline of tug E.M. BLACK parted and vessel, operating

at reduced power, was carried onto west bank of channel between buoys 6 and 4 at 0634."

Whose writing is that?

A Mine, sir.

Q And what did you mean when you wrote the words "at reduced power" in there?

A At reduced power, I meant that we were going 40 RPMs down the river.

Does that answer your question?

Q I didn't hear how many RPMs you said.

A Forty, sir.

Q Yes.

A Now, at the time, to go from 40 RPMs to get full speed, and also at Macpetco, you don't get 60, or you don't get an increase in RPMs immediately, it takes a certain amount of progression to increase the RPMs. That's what I meant by reduced power.

Q Did you mean to imply by that entry that the vessel's engines were insufficient in any respect for the purposes of the voyage?

MR. MESHEL: I object to the form of the question.

Q Did you mean to imply that?

MR. MESHEL: Same objection.

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A No, sir, I did not.

Q Captain, will you assume that just before the grounding, and at the time of the grounding, in that period of time, the revolutions per minute of the vessel were increased to 60 revolutions per minute or perhaps slightly above. Would you say that the vessel then had customary power for that area?

MR. MESHEL: Objection as to the form of the question.

A Yes, sir.

Q What length of time would it have taken you to have the engines geared to their sea cruising speed, that you said is 75 RPMs, if you had ordered that done further up the pass? How long would that have taken?

A Well, I think we could put maneuvering posture nozzles on it approximately half an hour.

Q You never did order that, though, did you?

A No, sir. It was absolutely not considered, because of the speed limitations in the channels, plus the fact that at 80 turns we never would have got down that far, we would have slithered into something else. The vessel wouldn't turn at 80 turns.

Q Did the Pilot ever suggest to you that you go up to 80 turns?

A No, sir.

Q Captain, I want to show you an original with the typed words "Master's Protest," and ask you if you composed and signed that document.

A Yes, sir.

MR. HOPKINS: I ask that it be marked as Plaintiff's Exhibit B.

(Document, "Master's Protest," was marked Plaintiff's Exhibit B for identification, this date.)

Q I show you another document that has, I believe, your signature on the second page, and ask you if you can identify that.

A Yes, sir. This is a report of vessel casualty or accident to the United States Coast Guard.

Q Relating to what incident?

A To the grounding at, in Sabine Pass Channel.

Q Is that your signature on the bottom of it?

A Yes, sir, it is.

MR. HOPKINS: I ask that it be marked as Plaintiff's Exhibit C.

(A report of vessel casualty or accident was marked Plaintiff's Exhibit C for identification, this date.)

Q Are the entries in this report of casualty, to

Blank 228a

MR. MESHEL: Wait a minute.

I object to the form of the question.

Normally. What does that mean? I object to the form of the question. It's there. What are you going to do, are you going to fight with it?

Q Normally, in your experience on this vessel, was there any difference between the Mate's figures on the slip of paper and in the -- with respect to the drafts, and the entries in the log book?

A No, sir. Usually it's coincident.

Q Would you say those are accurate drafts?

A Yes, sir.

Q Captain, now, one final question.

Assuming that at the time of this stranding, immediately before the stranding, and proceeding up to the stranding, the revolutions per minute of the vessel reached or possibly exceeded 60 revolutions per minute, assuming that, can you give us, do you have an opinion as to why the vessel went aground?

MR. MESHEL: Objection as to the form of the question; improper foundation.

Q Do you have an opinion as to why the vessel went aground?

A Yes, sir, I have an opinion.

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Q What is your opinion?

A The vessel ran aground because we experienced a strong westerly set, stronger than I anticipated apparently, and also the Pilot, and, more particularly, it is my opinion that the vessel would not have grounded if that tow line had not parted. Because we had a little safety factor built in by having the tug boat with us.

MR. HOPKINS: That's all I have.

EXAMINATION BY MR. MESHEL:

Q You didn't have any problems at all, you didn't strand at all in the Sabine Anchorage which has been marked as Area 1 on Exhibit 4, did you? Your vessel touch ground at all?

A You are talking about the time we anchored?

Q Yes. When you finally went back there and anchored, did you touch ground at all?

A The fact --

Q Yes or no, Captain, did you touch ground?

A I would say yes.

Q Did you report this to the Coast Guard?

A No. Because the ground in this case is slushy or slushy mud, it's not really grounded, but it does impede the vessel from turning.

Q You did not have any problems, you weren't

stranded at all in that area, were you?

A No, of course not.

Q Now, this discussion that you allegedly had with the Pilot, did you ever bring that up to the Coast Guard Hearing?

MR. HOPKINS: About what?

MR. MESHEL: About Sabine Anchorage.

MR. HOPKINS: About not going into it or what?

MR. MESHEL: About not going into it.

Q Did you ever discuss that with the Coast Guard?

A No, we didn't. Because at the time I was answering questions, and did not think that was going to be particularly a big consideration.

Q Isn't it a fact, Captain, that you testified that you had no conversations with the Pilot, and you presumed that he knew where to go?

A If I had no conversations with the Pilot, I could not have told him to order a tug, I could not have told him anything.

Q Captain, do you remember this question being asked at the Coast Guard proceeding, which was conducted on September 11, 1969, at Port Arthur?

MR. HOPKINS: Wait a second. What page?

Blank 231a

MR. MESHEL: On Page 68.

Q ."Q What orders did you relate to the Pilot upon his reporting aboard? What conversation was exchanged between you and the Pilot concerning where the vessel was to be shifted to?

"A We had no discussion at the time where the vessel was going. When the Pilot comes aboard, he is supposed to have been advised where the ship is going."

Do you recall that question being asked, and you making that response? Yes or no. Do you recall that?

A No.

Q Is it accurate?

A Presumably, it's in there, it's accurate.

Q Now, did you consult any tide table before you left Beaumont? Yes or no.

A Yes.

Q Which ones?

A We have a tide table for that area.

Q Did you bring this up to the Coast Guard?

A All of the documents, all of the publications that were necessary were submitted to the Coast Guard. At least the ones that they thought necessary and requested.

Q Were those tide tables up-to-date, to your knowledge?

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Q Did the Pilot use compass courses such as steer 180 or 185?

A No sir.

MR. HOPKINS: That's all.

BY MR. MESHEL:

Q Did you consult Plaintiff's Exhibit 4? Did you consult the charts, Captain, at any time on the passage?

A This chart here?

Q Yes.

A The chart is set on the chart desk, chart table by the Second Mate.

MR. HOPKINS: Captain, answer the question.

A Yes, I consulted the chart.

Q And you made plots on the chart as well?

A I did not plot.

Q Well, all right.

You consulted the chart while you were enroute to the anchorage facility?

A This is correct.

MR. MESHEL: That's all the questions I have.

EXAMINATION BY MR. HOPKINS:

Q Did you make any decisions as to the navigation of the vessel as a result of your consultation of that chart?

Plaintiff's Exhibit 19 PAGES 233 - 248

Crawford's EBT

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OSCAR CRAWFORD, 233a

having been first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MR. MAKLA:

Q Where are you presently employed, Mr. Crawford?

A I am employed by Coastal Marine Service of Texas, Incorporated.

Q And how long have you been working for Coastal Marine Service?

A Approximately eleven years.

Q What is the nature of the business of Coastal Marine Service?

A Ship repairing work.

Q What is your job with Coastal Marine?

A I am general superintendent.

Q And how long have you had that job with Coastal Marine?

A Approximately eleven years.

Q Prior to that time where were you employed, Mr. Crawford?

Q Covered by Exhibit No. 4. After — I used the word "turbine", is turbine interchangeable with generator?

A The Turbine pulls the generator.

Q After the No. 1 generator was re-installed, did Coastal Marine test the generator?

A We don't test anything Westinghouse does, the ship tests it, we furnish men to assist them, that is all, and the ship engineer and Westinghouse representatives, they make all tests.

Q In connection with the utilization of two generators on the vessel, is it necessary to have those generators paralleled?

A They have to be paralleled.

Q Was any part of the work which Coastal Marine to parallel those generators or after the work had been done —

A No part, I don't think — I can't think of any, that comes under the jurisdiction of the Westinghouse representative, who specializes in turbines.

Q Mr. Drawford, are you the person who prepared this invoice covering work on the No. 1 generator?

A That's correct.

Q Mr. Crawford, do you know if on this generator, if there was an overspeed trip?

A All turbines, generators have overspeed trips.

Q Was it part of your work on this generator to set the overspeed trip?

A It was not. Again, that is the engineer and the Westinghouse men.

Q In addition to the work repairs and eervice rendered by Coastal Marine, did Coastal render any further services to the — I will show you an exhibit, 10-105-A, dated October 11, 1969, also identified as Job No. 1586-69, and ask you if you can identify that?

A Yes, sir, I can. That is work we performed after the ship was grounded, in connection with the ship grounding.

Q Let me have that identified as the next number.

REPORTER'S NOTE: Whereupon it was identified as Crawford Exhibit No. 9 for identification.

is to cover an agreed price for doing the work, and we never did get together for any signatures, as far as I know.

Q Mr. Crawford, you have identified six separate invoices here, Exhibits No. 1, No. 3, Exhibit 4, 6, 7 and 9. Were all of these invoices prepared by you?

A All invoices were prepared by me.

Q Was the work covered by these invoices all work which was supervised by you or the superintendent of Coastal Marine Service?

A That's correct.

Q Mr. Crawford, were these invoices which have been identified all prepared by Coastal Marine in its regular course of business?

A Right.

Q Do you recall at any later time, after the services were rendered, which are covered by Exhibit 9, do you recall surveying or going to the vessel on another occasion, in any connection?

A Yes.

Q What was that occasion, Mr. Crawford?

A I went over to Mobile, Alabama, when she was towed in there.

Q What was the purpose of your trip?

A The purpose of this was to — we had heard that the owners claimed that maybe some of the pumps that we had worked on in connection with these repairs had failed and caused it to have a casualty at sea, and also to find — list these bills which Mr. Dowd, who had moved over to Mobile —

MR. MAKLA: I have no further questions.

CROSS EXAMINATION

BY MR. ALLEN:

Q I think your earlier testimony was that after this grounding on October 26, 1969, August— excuse me — August 26, 1969, this grounding which occurred on August 26, 1969, you didn't go on board the vessel again, did you —

A You mean when she was aground?

Q No, I simply say were you on board the AVENGER after August 26, 1969?

A Not while on repairs, all of my communication — I had all of my communication with my men by portable radio.

Q You personally didn't go on board the ship

at any time after that? 238a

A No.

Q Now my next question is, were you personally on board the AVENGER in 1969, at any time prior to August 26th?

A Yes, sir, on almost every day.

Q Did you go on board to kind of check the work and see how it is going?

A Right, the progress, make progress reports, check with the port engineer on board, see if the work is going according to what he expects.

Q Did you make a final check before the ship sailed, you personally?

A Yes, I usually do.

Q Do you recall whether you did on this occasion?

A I don't recall whether I did or not.

Q All right.

A I am sure I was there several hours before she sailed, but --

Q But what you did, you don't recall?

A I don't recall, because later than that --

Q Can you tell me generally, did this ship have two main generators, electrical generators?

A Yes, sir, I know she has two, I didn't know

if she has three generators or not, we were working on two.

Q At least two main generators?

A Right.

Q Were all the generators so designed that one generator can carry the whole load, is that right?

A That's correct.

Q You can run with one and have another shut down?

A That's correct.

Q In addition to that, did the ship also have an emergency generator?

A Yes, sir, they had a —

Q That is there for the purpose if they have a breakdown of both of the main generators, then the emergency generator can be cut in and carry the load?

A This particular ship had two emergency generators.

Q All right, two, either one of which could have been cut in and carried the load if both main generators went out?

A No, they had one main emergency that would carry the whole entire load of the ship. Then

they had one in case that failed, for communications.

Q I see. All right, she had then — let me — I assume I have it correct — she had the two main generators, then she had a primary emergency or reserve generator?

A I think it was a 300 KW.

Q Let me finish the question, and then a smaller one in case that emergency generator broke down also?

A That is correct.

Q All right, now let me ask you with respect to Exhibit 1, all the work shown on that exhibit was performed properly, wasn't it?

A Yes, sir, the loading of the cargo.

Q If you will answer the question. All the work shown there was properly performed, wasn't it?

A Yes, sir.

Q Will you look at 2-A, please, Item 3? Can you tell me what that work entails?

REPORTER'S NOTE: Whereupon there was a short pause at this time, after which the deposition resumed as follows:

A What was your question?

Q I asked you what that work entailed, but if you can tell me by referring to a subsequent repair invoice, that will do the job for me.

A Item No. 4 of repair invoice No. 7-152.

Q That is sufficient for me, and then can you tell me what Item 5 refers to on Exhibit 2-A?

A That is some miscellaneous valves, Item 5, they had some defective valves on there and they gave us an item to renew these small valves, you see, these small valves are not -- they are not -- you don't repair them very easily, they gave us an item to renew these valves.

Q Is that Item 5, is that a job that would take more than a day?

A It is a very minor one. If you had enough men to cover, it wouldn't take but one day.

Q Is that also true of Item 3, is that a minor item also?

A On the generator?

Q Yes.

A I --

Q I am still referring to Exhibit 2-A.

A It might take more than that, that would be done under the Westinghouse supervision.

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Q After the Westinghouse man -- he would get it there, it would take more than --

A It would require a few parts, he might have to go -- it might take four days, two days, one day, according to when he gets the parts to go in there, in that governor, if he needed them.

Q All right, Item 2-A, Exhibit 2-A and 2-B, were not prepared in your office, were they?

A No, sir, they come from the ship.

Q That's 2-B, is all the work shown on Exhibit 3 performed properly by your company?

A It is -- all the work was accomplished to the complete satisfaction of the Port Engineer and Chief Engineer.

Q All right, was all the work properly performed?

MR. MAKLA: I object, you have used this for the third time. I think you should ask if the work was performed, not properly performed, and I object to the use of the word "properly".

MR. ALLEN: This is cross examination.

BY MR. ALLEN:

Q Was all the work properly performed shown on Exhibit 4?

A All work was accomplished, all this work was accomplished to the complete satisfaction of the Chief Engineer, the Port Engineer and the Westinghouse representative.

Q I am going back to Exhibit 3 for a minute and I am looking at the work items that refer to the generators, I had better come over there and hold this so you can look at it while I can see it too.

You go through this and see if you agree with me that the only items that are referred to in the generator work are Items 3, that applies to the generator, doesn't it?

A In the cooling water line to the generator.

Q That is a $30.00 job?

A $830.00.

Q Excuse me, yes. And that was all accomplished?

A That was all accomplished.

Q Item No. 4 is the same thing?

A That's correct.

Q And then go over to Item 7.

A That was accomplished.

Q And the items on the other one, I find -- you can check with me as we turn the pages -- the next one I turn to is Item 44. Let me know if I am going too fast for you.

All right, Item 44 is just a general maintenance job, isn't it?

A That's right, that is all on the emergency generator.

Q On the emergency generator?

A Yes, sir, changing of the oil filter and fuel filter.

Q That indicates there was no problem, just giving it maintenance?

A Right, shut it down for about thirty minutes or less.

Q Do you see any other generator items in this work bill?

A That is all that is in there.

REPORTER'S NOTE: Whereupon there was an off-the-record discussion, after which the proceedings resumed as follows:

BY MR. ALLEN:

Q Now, Item 5 is a survey report that wasn't

prepared in your office, was it?

A No, it was prepared aboard the ship.

Q When I say it wasn't prepared in your office and it wasn't prepared by you, was it?

A Right, it was prepared by the underwriter surveyor.

Q Was all the work shown on Exhibit 6 properly performed?

MR. MAKLA: I object to the form of the question, to the use of the word "properly".

A Yes, sir, all items of repair was correctly accomplished to the satisfaction of the owners' representative.

Q Was all the work on Exhibit 7 properly performed?

MR. MAKLA: Objection again to the form of the question.

A Yes, sir, all the work was correctly accomplished according to these specifications.

Q Now Exhibit 8 was neither prepared by you

nor was it prepared in your office, is that right?

A That is correct, it was prepared on the ship.

Q Okay, and was all the work shown on Exhibit 9 properly performed?

MR. MAKLA: Same objection to the form of the question.

A Yes, sir, all work was accomplished and agreed to and signed by the superintendent of the engineers, whose signature appears on the bottom.

Q All right, and Exhibit 10 was neither prepared by you nor was it prepared in your office, is that correct?

A That is correct.

Q All right, now does Exhibit 10 relate to the same work shown on Exhibit 9?

A A certain portion of it does.

Q Do they cover the same period, mainly after the grounding on August 26th?

A I misunderstood you.

Q Do they both refer to a period commencing

after the grounding in August, August 26th?

A That's correct.

Q And in either of those exhibits, 9 or 10, is there any reference to generator trouble?

A No, sir, there is no reference to generator trouble, to my knowledge.

Q And in Exhibit 9, let's see which is 9.

Now in Exhibit 10, the purpose of that survey was to list all the damage done on account of the grounding, attributable to the grounding, is that so?

A I would think so.

MR. ALLEN: I have no further questions.

REDIRECT EXAMINATION

BY MR. MAKLA:

Q Mr. Crawford, are all of the repairs and is all the work which Coastal Marine did, was this all done at the request and direction of the shipowner?

A The shipowner's representative, I guess you would say the shipowner.

Q If you were not directed to perform certain repairs or do certain work, Coastal Marine would

not do it? 248 a

A No.

Q Mr. Allen asked you earlier with respect to the generators about the number of generators on board the vessel, am I correct, you said in addition to the two generators, No. 1 and No. 2, which were covered by the invoices here, there is an additional emergency generator and an auxiliary generator, I didn't quite follow that.

A They have two, the ship has two emergency diesel-powered generators, one of them, the capacity of it, we have it here somewhere, it will carry the full load of the ship; the other one is an auxiliary, a little, small one, in case the larger, diesel-powered generators goes out, the little one takes over for communication, lighting and stuff like that.

Q Did Coastal Marine at any time perform services or repairs on these two diesel-powered generators or emergency —

A The only repairs we did was change the filters, the oil and fuel filters on the big generator at one time.

Q Mr. Crawford, on Exhibit No. 9, you referred to a superintendent engineer as having signed this

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a witness herein, called by plaintiff pursuant to the applicable sections of the Federal Rules of Civil Procedure, and being first duly sworn, testifies as follows:

EXAMINATION BY MR. ALLEN:

Q Will you state your home address.

A Linconville, Maine.

Q Is that the full address?

A That is the full address.

Q How old are you, Mr. Libby?

A Forty-six.

Q How long have you been going to sea?

A Thirty-one years.

Q Has that always been in the deck department?

A Since 1945 in the deck department.

Q Before that where? What were you doing?

A In the stewards department prior to that.

Q What is your present occupation?

A I am boatswain.

Q And where are you stationed?

A I am on the Cable Ship LONG LINES, C.S. LONG LINES.

Q And on what ship were you in August 1969?

A S. T. AVENGER.

Q Do you recall approximately how long you had been on that ship prior to August 1969?

A I believe I caught it in February of 1969.

Q And what was your job on this ship?

A Boatswain.

Q And did you make a voyage starting in or around Beaumont, Texas, in 1969, that carried some grain to India?

A Yes.

Q Do you recall when the ship left Beaumont on August 25?

A Yes.

MR. MAKLA: I would like to just raise a question as to the form of the question. As I understand the facts, that was not the start of the voyage at that time.

MR. ALLEN: Off the record.

(Discussion, off the record.)

BY MR. ALLEN:

Q Do you recall the ship leaving Beaumont on the evening of August 25th, 1969?

A Yes.

Q Approximately what time did she get underway, if you recall?

A Approximately ten o'clock.

Q A.M. or P.M.?

A P.M.

Q P.M. Do you remember who was in charge of the navigation?

A The best of my knowledge, the master was, Captain Blank, on the bridge.

Q Was there a pilot aboard?

A There was a pilot on board.

Q Where were you stationed at that time?

A I was on the bow.

Q And what was your purpose in being there?

A I was there with the chief officer standing by the anchor, to let the anchor go in an emergency upon instruction from the bridge.

Q You and the chief officer. Was anyone else there?

A One man on lookout, also.

Q What part of the ship were you at?

A On the bow.

Q On the bow.

A The forward end.

Q And how long did you remain there after the ship got underway?

A There constantly until the ship ran aground in the following morning.

Q Well, we will get to that later.

Can you tell me if anything happened on your way down the river? You were heading down the river to sea from Beaumont; is that correct?

A From Beaumont, yes.

Q Did anything happen on the way before you got down to the end of the jetty?

A Well, before we got to the end, before we got to Port Arthur, halfway between Beaumont and Port Arthur, the ship apparently lost power and we did go aground for a few minutes.

Q And what happened after that?

A We had some towboats close by, getting ready to dock

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another ship, and they came and hauled us off.

Q Was there any difficulty in that maneuver?

A No, no great difficulty.

Q All this time were you up forward?

A I was on the bow at all times.

Q On the bow at all times. When you are up there, can you tell from the vibration of the ship whether she is moving or backing or what is going on?

A No. The only way you can tell is the movement through the water. But what state the engines are in, how fast you are going or anything like that, is all surmising.

Q What kind of a night was it? Could you see what was going on?

A Oh, it was a clear night.

Q And approximately how fast was the ship going as she proceeded out to sea?

A At a slow pace. She wasn't going fast. She was probably three to five knots.

Q Now, was this for the entire passage out to sea?

A For the entire passage.

Q More or less a steady speed?

A Yes.

Q Then after this momentary grounding that you spoke about, did any other tugs show up after this, these three that pulled you off?

A Yes. Prior to getting to Port Arthur, another tug came to the bow of the ship and made itself fast on the bow of the ship.

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Q Now, when you say "made itself fast," could you describe just what was done.

A Well, we supplied the line for the tug and when you supply a line to a tugboat, you supply the best line available. And we put out a good line. We put the eye down to the tug and the tug took out as much as they needed, which was approximately -- it was a 600 foot line. They probably took out 500 feet. And then we made that line fast to the ship.

MR. MAKLA: I wonder if you might specify who the "we" is.

MR. ALLEN: I was just going to ask.

BY MR. ALLEN:

Q Who do you mean by "we"?

A Well, in that operation I would imagine, to the best of my recollection, myself, the chief officer and the man from the watch who was present.

Q Yes. The job, as I understand you to describe it, is you sent a leader out to the tug and then they haul the eye of the line, of the towline, aboard.

A Yes.

Q And then you let out about how many feet, did you say?

A About 500 feet.

Q Yes. And then secured it at the ship?

A On the bit on the ship with figure eights.

Q Was this let out through a forward chock in the bow of the ship?

A Yes. On this particular ship there was a bullnose right in the bow of the ship and it went out.

Q What kind of a line was it, as best you remember?

A I would say it was polypropylene line. It was a plastic line. It wasn't a Manila.

Q What size?

A About a seven or an eight-inch line.

Q Have you worked with this line before in mooring the ship?

A Oh, yes.

Q What can you tell me about the condition of the line?

A It was -- like I say, it had been used. We had used it tying up time and time again probably. But it was a good line. There was nothing wrong with it. It wasn't frayed or no splices in it.

Q Had it ever parted on you?

A No.

Q All right. And then after the tug took the line out, then what happened? How did you proceed?

A We proceeded down the river with the tug ahead of us, with the line slack, just about all the way. He was there just in case something happened.

Q The tug kept steaming ahead but with a slack line?

A With a slack line.

Q In other words, if the line had to become taut, the tug would have to pull ahead farther; is that right?

A That's right.

Q All right. Now, where is the end of the inland waterway? Where do you hit the open sea?

A At Sabine Pass, beyond the Port of Sabine.

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Q And about what time did you hit that area?

A It was after daylight. 5:30, six o'clock or so.

Q Was the weather clear?

A The weather was clear.

Q You could see what was going on?

A You could see what was going on.

Q Do you recall what the wind was doing?

A The wind was coming directly on the port beam.

Q Directly hitting, directly coming to the port beam?

A Directly on the port beam.

Q And can you give me an estimate of how hard it was blowing?

A It was a fairly strong wind. It was, I would say, between thirty and thirty-five miles.

Q What is the final bank to this water passage before you hit the open sea?

A Well, you have a breakwater on the left-hand side as you go out, which ends abruptly.

Q And after that, you hit the open water?

A And then you hit the open water.

Q All right. Did anything happen as your ship came to the end of the breakwater?

A When we came to the end of the breakwater and were clear of the breakwater, we took a sharp sheer to the right.

Q What caused that?

A Apparently the current and the wind.

Q Was the ship still moving forward under her own power?

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A It was still moving under moderate power, under her own speed.

Q When the current and wind hit, what happened to the ship?

A The ship sheered sharply to the right.

Q What, if anything, was done by the master or those on the bridge when that happened?

A Well, there were whistle signals passed to the towboat and the towboat, as I say, was steaming ahead of us with the slack towline. And he abruptly changed his course to the left and took up a strain on the towline very abruptly. And when the mate and I saw the way the tugboat was reacting to the orders he received by whistle from the bridge, we had a good idea of what was going to happen, because the line just wasn't built to take the strain that was going to come on it when that tugboat put that sudden strain on it. And we saw what was going to happen and both of us ducked down behind the bulwark and just waited for the tugboat to part the line, because we knew what was going to happen, we could see what was going to happen.

The tugboat sheered sharply to the left with a slack line and increased his speed considerably and when he came up onto the line, he pulled it tight and she parted.

Q And then what happened to the ship?

A The ship continued to sheer to the right and ended up, piled up on the bank.

Q By the "bank," you mean --

A On the edge of the channel.

A In Hoboken.

Q What was the nature of the work?

A She had just been bought by the company that was operating her and had made a voyage from the Far East, I believe Singapore to France or some such place like that, with a load of -- with a cargo, and then came into the shipyard in Hoboken for an overhaul. By that, I can't say what was done. But there was a -- the company did put a lot of money into the vessel.

Q When you were sailing on the AVENGER, was it sailing under American flag?

A American flag.

Q It had been bought by an American company?

A To the best of my knowledge, it had.

Q On your first trip to Turkey on the AVENGER, was there any incident involving a breakdown which required any repairs to the vessel?

A If there is anything, to the best of my knowledge it was a short breakdown which could be handled aboard ship.

Q On the second trip, which you made on the AVENGER to Istanbul, was there a breakdown of any sort while you were on the ship?

A There was on that ship, the breakdowns were not common. But I mean they did happen. I couldn't say for sure.

Q Do you know how old the ship was, approximately?

A Oh, I would say approximately fifteen to eighteen years old. I think she was built in the early '50s, '52 or so.

Q What, if you recall, was the nature of some of the

breakdowns which occurred while you were on the ship, prior to the grounding incident that you related earlier?

A I am not in the engineering department so -- I mean I couldn't say. The only thing is, as I know, we did have generator trouble.

Q When the vessel went to Beaumont, were you aware that it was going to Beaumont to load cargo for a trip to India?

A Yes.

Q What was the port at which the vessel had been immediately preceding its arrival at Beaumont?

A As far as I know, we came from Istanbul to Beaumont. I don't recall stopping off anywhere. We could have, but I can't recall.

Q Do you recall if there was any lapse of time, between the vessel arriving at Beaumont and the beginning to take on cargo?

A There was a very good lapse of time.

Q Where was the vessel?

A Not the beginning of taking on cargo, no. We came into Beaumont and there wasn't any great lapse from the time we started taking on cargo.

Q A number of days perhaps?

A Maybe three, four days. I can't even recall the date we got there. It was sometime towards the end of June and it was the 29th or the 30th of June when were taking on cargo.

Q Do you recall if any of the repairs were made on the vessel before it started taking on cargo at Beaumont?

A Yes, I believe there was.

making these repairs?

A No. No, I have no idea.

Q Or what the nature of these repairs were generally?

A No. The only thing that sticks out in my mind is we had generator repairs and they also, I believe, were cementing the boilers because we didn't have any hot water during all that period of time we was in Beaumont.

Q Did you have hot water during your trip to Beaumont?

A Generally, yes.

Q Were there times when you didn't have hot water?

A At times we didn't.

Q Do you recall what length of time it took to load the cargo on ship, this ship?

A It didn't take too long. Maybe five days or so.

Q After the ship was loaded with cargo, after the cargo was fully loaded on the ship, did the ship stay at that dock?

A It stayed at the dock for some time.

Q Do you recall approximately the number of days?

A No. But it was weeks not days.

Q During the period of time that the ship stayed at the dock and it was not loading cargo, what was taking place on the ship at that time?

A Repairs in the engine room.

Q Were these being done by shore personnel?

A Shore personnel mainly.

Q Was the captain on board the ship at this time?

A Yes.

Q Was the full crew on board?

A At all times.

Q Do you know if at the time the AVENGER moved away from the dock, where the elevators were located, whether repairs had been completed or not?

A I can't recall whether they were completed. But I know -- no, I am pretty sure they weren't completed, because I understand they had to have special permission to move.

Q Do you know who gave that special permission?

A The U. S. Coast Guard.

Q Were the repairs, which were being made at this time, you describe as being made before, during the period of loading and after, were these made during the daylight hours, during the regular, what we say, 8 to 4 shift?

A I couldn't say. They may have worked around the clock, for all I know.

Q Do you know if any of the shore personnel remained with the ship when it pulled away from the elevator dock?

A That I couldn't say.

Q Who was the captain on board the AVENGER at the time you were in Beaumont?

A Captain Blank.

Q Was he with the vessel at the time you joined it at Hoboken?

A Yes. I believe he was, yes, or shortly thereafter, before it made its first voyage.

Q You said the ship had to have special permission to move. Did the ship get that permission?

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A To the best of my knowledge, yes.

Q Was it proposed that the ship would return back to the --

A No. The way I recollect it, it was -- the ship was allowed to move to anchorage to finish what was necessary to be done, which would have taken a day or so. They had to have the dock space and the grain elevator for another ship, so we moved out to anchorage to finish the repairs. But what had to be done wasn't serious enough to prevent us from moving under our own power.

Q Do you recall, when you moved away under your own power, whether the plant on the vessel was knocked out or broken down?

A I couldn't say, for the simple reason I was up on the bow. Like I say, I have no way of telling what is going on up there other than the motion of the ship through the water. But I understand she did have a temporary breakdown when she went aground that one time.

MR. ALLEN: When you speak about "that one time," --

THE WITNESS: That first time. The first time.

MR. ALLEN: All right.

BY MR. MAKLA:

Q I think you referred to a number of tugs getting you off after the first grounding.

A Yes.

Q How many tugs were there?

A It seems to me there was three.

Q Going back to where you described the tug at the bow parting her towline. In your opinion, if that tug had carefully or slowly picked up the slack and taken a strain on the line, would she have been able to hold the bow up into the wind and current and prevent the grounding?

A She had a good chance of it, yes, if she had taken up the slack properly.

Q Yes.

A At least they would have slowed us down so we may have only hit the bank sideways instead of heading right square into it like we did and climbing up onto it.

MR. ALLEN: That is all.

FURTHER EXAMINATION BY MR. MAKLA:

Q Mr. Libby, why didn't the vessel just beef up its speed to keep from going aground after the line parted?

A That I couldn't say. I wasn't on the bridge. I don't know whether they did ring down for more power or what. But they -- I imagine what would have happened is that they rang for more power and at the same time they called for assistance from the tugboat and used a combination of the two.

Q But you don't know what happened?

A What happened I really don't know.

Q Was it daylight at the time?

A It was daylight at the time.

MR. MAKLA: That is all I have.

MR. ALLEN: Fine.

THE NOTARY: In the discussion before the deposition

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ERNEST JACKSON,

called as a witness, having been first duly sworn, testified upon his oath as follows:

EXAMINATION

BY MR. ALLEN:

Q Will you state your home address, Mr. Jackson?

A Star Route 2, Box 373, Fischer, Texas, Zip Code 78623.

Q What is your occupation?

A Marine engineer.

Q How long have you worked as a marine engineer, roughly?

A A little over 30 years.

Q Has any of that time been spent at sea?

A Most of it.

Q Do you hold any seagoing licenses?

A Yes. I have an open chief engineer's license.

Q And how long have you held that?

A I would say, 25 years.

Q Have you sailed as chief engineer?

A Yes.

Q And you sailed in all engineering officer grades?

A All licensed grades.

Q Did you ever serve on a ship called the Avenger?

A Yes, I did.
Q Was that in 1969?
A Yes.
Q Do you remember approximately when you joined, when and where you joined that ship?
A I joined the ship on the 18th of August, 1969 at Beaumont, Texas.
Q In what capacity did you sign on?
A First engineer.
Q How long did you serve on that ship?
A Approximately between 35 and 38 days.
Q Was there a particular reason why you left after 35 or 38 days?
A Well, yes. After it was grounded and the engine was, down there in the engine room it was hot, I had an attack of ulcer, stomach ulcer, and I didn't think it would be good to go to sea like that. So, I went to the first-aid and U.S. Public Health in Port Arthur and he gave me an unfit for duty slip and I had them treated. That's one of the reasons I got off of the ship.
Q You signed off then?
A I signed off before the Commissioner in Port Arthur.

Q Had you previously had this ulcer condition?
A Yes.
Q And you say it started to act up again?
A Yes.
Q Did you know where the ship was planning to go when you signed on?
A Yes.
Q Where was it at?
A It was supposed to go to India and then around to -- I understand it was supposed to go then to Taiwan and they was going to sell it.
Q All right. Now, generally what were your duties onboard as first assistant engineer?
A Supervising the engine room and maneuvering in and out of port.
Q Do you recall one night when the ship left Beaumont, August 25th, which was, I can tell you that was when the ship left Beaumont to go to an anchorage farther down the river, do you recall that evening?
A Yes, I sure do.
Q And where were you stationed when the ship left Beaumont?
A Well, after warming the engine I was standing by the throttle at standby.

Q You better tell us first about what time did the ship get underway?
A I don't know. It was approximately 10:00, 10:00 p.m.
Q That's good enough.
A 2200.
Q Tell us what you mean by warm the engines?
A Well, you take your turning gear out, check your auxiliaries and then you stand by the throttle. You have the oiler open the main stops, that's the steam to the main engine, you rock your engine back and forth, warm it up and check over your vacuum and different gauges and temperatures.
Q Are these all routine things that you prepare to get underway?
A That's correct.
Q Were there any tests of the signaling equipment, communication with the bridge, was that part of the getting underway procedure?
A Test the telegraph from the bridge, test the telegraph, set the clock, synchronize our time and test the steering engine, between the bridge and communicate to the steering engine, the engineer, which is generally the

first assistant.

Q All these were standard tests?

A That's all routine.

Q As a result of making all these tests was the ship in good seaworthy condition when she got ready to sail?

A Apparently, yes.

Q Then where were you stationed and what was your duty when the ship got underway on this maneuver?

A At the throttle.

Q What did you do at the throttle?

A Well, I have a signal on a telegraph for a bell, which is slow ahead, slow astern. I answered that bell and we have a procedure that, on the throttle certain revolutions, if it's slow it's generally 20 or 25 revolutions.

Q When you say you answer the bell, do you mean that you regulate the throttle to conform to the bridge orders for the speed of the ship?

A That's correct.

Q All right. By the way, were you operating on maneuvering speed on this move down the river?

A Yes. We were on maneuvering speed.
Q What was maneuvering speed on that ship?
A 20, 30 and 60. That's 20 for slow, 30 for half and 60 for full.
Q Those numbers stand for revolutions per minute?
A That's RPM.
Q After the ship got underway and started down the river do you remember approximately what speed you were going?
A Mostly coming out we was running half.
Q Half speed?
A Half speed. I was giving about 35 revolutions at half.
Q All right. Now, on the way down was there a grounding incident at Mapeetco Bend?
A Yes. There was a grounding of the ship.
Q And were you down in the engine room during this entire maneuver?
A Yes, all the time.
Q So, you can't tell us what happened up on deck; but what happened in the engine room, that you know about, with respect to this first grounding at Mapeetco Bend?
A You mean at the grounding?
Q The first temporary grounding. I am going to

get to the big grounding later, but this first temporary grounding where the ship, as I understand it, went literally aground for a few minutes.

A Well, you are referring to the generator trip?

Q Yes.

A Well, we was proceeding down, I don't know, but it was approximately 4:00 a.m. or something like that. The generator tripped out, the after generator, the No. 1 generator, tripped out, and we was proceeding down at half speed, and I run back and tripped her in, just for a few seconds, we'll say approximately a minute. But, the lights was out. I broke it back on and went back to the throttle and proceeded on down the river.

Q Now, were the ship's engines and all the machinery working properly before this trip out?

A Yes.

Q And after you reset the generator was a -- was everything again working properly, all the engines and machinery?

A Yes.

Q Would you explain a little bit about what you

mean when you say the generator tripped out?
A Well, it come, for some reason the load, the electric load either dropped or had overspeeded, and when it gets to so many RPM's over speed it trips out.
Q It's a safety feature?
A It's a safety feature, it cuts out. And then you have to run back, shut off your throttle, reset it and open her out and come back on the line.
Q And you did that yourself?
A Yes.
Q Did you have any trouble with that generator after that? I mean up through the next grounding.
A No.
Q Well, I don't understand.
A Not so long as I was on the ship.
Q And did you have any trouble with the main engines after that until well beyond the second grounding?
A No.
Q All right. Now, there was another grounding that took place about 6:00 o'clock in the morning, were you still on duty in the engine

room when that occurred?

A I was at the throttle.

Q Can you tell us what happened then as far as you know from the engine room experience?

A Well, around 6:00 a.m. we got a full bell, which we had been running mostly half, we had a full bell.

Q You mean by that full speed ahead?

A Full speed ahead. They wanted full speed ahead. And just moments after that, the best I remember, they give us a single bell on the telegraph, which is more, more speed. Well, I gave them what I could by bringing the revolutions on up and watching the steam pressure, and about that time we got a stop bell, a little after that. I don't know how long we run full, but it was very short, and we had a stop bell. And then we sat and later on they called on the phone and says we was aground.

Q All right. Now, at all times were the main engines in the rest of the machinery working properly during this incident you described?

A Yes.

Q And when the bridge signals for full speed

272 a

ahead -- this was a steam vessel?

A Yes.

Q When you got a signal like that in a steam vessel can you instantaneously jump the revolutions, or do you have to build them up?

A All you have to do is open your throttle, you have a wheel throttle.

Q You open the throttle?

A By easing the throttle up. You cannot jerk it too fast, because you raise your water in your boiler.

Q Did you increase the speed when they asked for full speed ahead?

A Yes.

Q And the revolutions?

A They was coming on up above 60.

Q And then when the signal came down for stop were you able to stop?

A Yes. You shut your head off throttle and let her down which is stern.

Q These were the only signals you got with respect to the grounding?

A That's all.

Q And then, as I understand it, the ship was aground for some time, do you remember how

273a

long?

A It was approximately three weeks.

Q And I guess it was right after that, was it, that you got off, or just before, or when?

A I got off after they floated the ship and came back into the river, Sabine River off of the Coast Guard station there in Sabine Pass.

Q That was when you signed off, is that it?

A Yeah, that's when I signed off.

MR. ALLEN: I have no further questions.

- - - - -

CROSS EXAMINATION

BY MR. MACLA:

Q Captain, how many times have you been in the Beaumont-Port Arthur area assigned to a vessel?

A You mean as a licensed engineer?

Q All right.

A I would say --

Q I don't mean fishing, yes, as a licensed engineer.

A Well, I was going over to Port Arthur and signing on ships during the war, that must

was a Keystone, a ship named Louisiana, a Keystone Corporation tanker.

Q You indicated, when Mr. Allen was examining you, that you joined the Avenger in August of '69. Do you recall what day in August you joined the ship?

A It was approximately the 22nd, or along in there. I don't know for sure. I signed off of it, I think I was on there around 38 days, and I signed off there the last of September, so that would make it back in August.

MR. ALLEN: Let's go off the record.

(An off the record discussion was held.)

A (By the Witness) I came aboard and signed on and three days later we sailed.

Q I see. Was the vessel fully loaded at the time you joined?

A Yes. It was already loaded.

Q During the interim that you were onboard the ship, the three days before the ship sailed, what activity, if any, was taking place onboard the ship?

A Well, it was minor repairs of the condensor and

275 a

some steam line leaks rejoined and just general repairs.

Q Were these repairs in the engine room?

A Yes.

Q Which condenser was being repaired?

A The main condenser.

Q You referred to leaks, were those leaks in the engine room?

A What?

Q You referred a moment ago to repairing leaks, what leaks?

A On the main steam lines and auxiliary lines, flange leaks, that's all, minor leaks.

Q How many generators are there on the Avenger, or were there on the Avenger when you were on the vessel?

A Two.

Q You referred earlier when you were being examined, when you were being questioned, that the No. 1 generator tripped out?

A Yes.

Q At that time was the No. 2 generator operating or in operating condition?

A No.

Q When you sailed was the No. 2 generator in

are a volume. If he was onboard I will examine him only with reference to the period on which he was onboard.

A (By the Witness) This was before I came aboard.

Q You might indicate the sheet.

The sheet at which Mr. Jackson was indicating bears the date 8-13/14-69.

Would you turn two or three marked pages to a later date, Mr. Jackson?

What date are you on now?

A The 16th, that's August.

Q You were onboard the ship at that time?

A No.

Q What was your assignment to that vessel, Mr. Jackson?

A First engineer.

Q As first engineer did you make any entries in the logbook?

A Very seldom. These watch engineers do.

Q You stand no watches?

A No. I was on day work, 8:00 to 5:00. I mean, in other words, I supervised the engine and we have a second and two thirds that stand watches.

Q But, when the vessel sails regardless of the hour you are on?

A I am at the throttle.

Q Turn a few more pages.

What date are you at now?

A 18th and 19th.

I don't recognize any of that.

Q What date are you at now?

A The 20th.

Q Why don't you turn two more pages.

At what date are you now?

A The 22nd.

Q I don't think you were on the vessel at that point, were you?

A No, I don't believe so. I don't recognize any of this.

Q What date is that?

A That's the 23rd.

Q Were you on the vessel at that time?

A I don't think so.

Q I thought you said you joined the ship three days before it took off?

A Before it sailed, yes.

Q I understand it sailed on the 25th.

Have you ever seen the logbook of the

MR. ALLEN: Are you talking about leaving Beaumont? He's already testified he was in the engine room all the time.

A (By the Witness) I don't know. There's no way for me to know whether tugs are out there without I would send somebody up and look, which we didn't.

Q From the experiences which you have had during your few days on this ship and from your observations of the repairs which were being made in the boiler room, were those repairs completed by the time the vessel left the dock at Beaumont on the 25th of August?

MR. ALLEN: Now, I'm going to object to the form of the question unless you specify what repairs.

MR. MACLA: I am asking if any repairs still had to be completed.

MR. ALLEN: All right. If it's any repairs.

A (By the Witness) As far as I know the boiler was finished or we wouldn't have been, we couldn't raise steam on it. As far as we knew the boiler was ready to go when we left.

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Q Which boiler was that?
A That was the port boiler. We were on the starboard boiler and we cut in the port boiler going down the river, as far as I know it was okay.
Q Were the repairs completed while the ship was underway?
A No. The repairs were completed on the boiler at the dock.
Q Were there any other repairs, were there -- was there any other aspect of the engine room on which repairs had to becompleted?
A They was going to complete the repairs on the generator.
Q Was there any other repairs which had to be completed?
A No, that's all that I know of.
Q Do you know how much pressure either of the boilers of this ship can build up to?
A We generally run on 600, 615 pounds.
Q Do you know the temperature which is required to maintain it at that pressure?
A It's around 730, 730 degrees, Fahrenheit. That's at full speed. Now, when you are maneuvering you are at a lower temperature,

you maybe drop the steam about ten pounds, to 590, 580.

Q You referred earlier to the fact that something tripped, can you recall that statement that you gave?

A On the trip?

Q Yes.

MR. ALLEN: No, he's talking, I think he was talking about when you said the generator tripped out, is that it?

Q (By Mr. Macla) Yes.

A Well, they have it down here, but not going by this log, I am telling what actually happened.

Q Yes.

A I was at the throttle,we were maneuvering along at half speed, and you can hear it, it makes a little noise when it trips, and the lights went out. Well, I grabbed my flashlight and went over to the second, he was to the throttle, I reset it and brought it back in and run back to the throttle, this was just a minute.

Q Was that because of the failure of the

tripping mechanism?

A Over speed for some reason they trip out. It don't mean a failure when a generator trips, sometimes it might be a governor is sluggish for some reason.

Q Wasn't that caused by the reason you were only moving out with one boiler?

A No, that has nothing to do with the boilers.

Q What are the number of revolutions per minute that you can get on this vessel? You indicated 60 at full and maneuvering speed.

A That's maneuvering speed at 60.

Q Can you ever get 100 or 110 revolutions per minute?

A Yes.

Q Do you recall that there was a hearing held by the Coast Guard in connection with the grounding of this ship?

A Yes.

Q Were you one of the witnesses who appeared at this hearing?

A Yes.

Q I have a copy of the transcript of proceedings, and Mr. Allen has a copy too, at Page 43 there is a statement "that you were called as a

you recall that it was necessary to repair the boilers, or whether the boilers were in any way damaged by feedwater contamination?

A No, not while I was aboard the vessel.

Q Do you know if the condition of feedwater contamination existed prior to your arrival on the vessel?

A Prior to the grounding?

Q Prior to your arrival on the vessel.

A No, I do not.

Q Have you sailed on an occasion other than this one when you sailed out of Beaumont has your ship gone without the assistance of any tug after it got away from the dock?

A No.

Q You always used tugs?

A We always used tugs.

Q All the way down the channel?

A Well, not -- that depends on the company, mostly.

Q When I asked you earlier if after the vessel left the dock at Beaumont you knew where you were going and you said you didn't. I want to know if when the vessel departed from Beaumont on the evening of August the 25th

you knew where the ship was going. It wasn't going on its voyage to India?

A No. I knew we were shifting somewhere on the main river.

Q If you would look at your transcript of the hearing before the Coast Guard, Mr. Jackson, at Page 44 you stated at Line 17, "Well, we were going to go to Sabine Anchorage."

A That was what I was told before we left. We was going to shift to Sabine Anchorage.

Q Do you know who it was, whom you replaced when you came on as first engineer?

A No, I can't. At this time I have forgotten his name, but at the time I came aboard I could see in the logbook his name, but I didn't know him. He was gone whenever I came aboard.

Q Do you know when the vessel left the dock at Beaumont when it wasn't ready to go out to sea?

MR. ALLEN: I object to the form of the question.

A (By the Witness) No, I do not.

Q Mr. Jackson, what is a rudder angle indicator?

A That gives you what position the rudder is at.

lower right-hand corner?

A "Ship aground at 0634," it looks like, "Various bells as per bell book with no success," that looks like the word "there".

Q Are you the one who keeps the bell book entries in the engine room?

A No.

Q Does it -- is the bell book kept in the engine room?

A Yes.

Q Who keeps those entries?

A It's generally the oiler or the assistant engineer. It's always two engineers at the throttle, first assistant and an assistant stands by.

MR. MACLA: I have no further questions.

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RE-EXAMINATION

BY MR. ALLEN:

Q Mr. Jackson, is it correct that this ship had two main electric generators?

A Yes.

Q And is it also correct that one generator can

arry the full normal operating load?

A Correct.

Q That's sort of standard design on every ship, isn't it?

A Yes.

Q All right. And is it also true that when you are in port you generally keep one boiler on the line to service the auxiliaries?

A Yes.

Q And was that done in this case?

A Yes.

Q And when you started out on this trip down the river from Beaumont were all the engine room stations properly manned?

A Yes.

Q Now, you spoke about maneuvering speed, can you tell us just what the difference is, or explain the difference between maneuvering speed and sea speed?

A Well, when you are leaving on the maneuvering speed generally, as I said before, it's 20 for slow, 30 for half and 60 for full.

Q Let me stop you right there. The signals come down from the bridge on the engine room telegraph, is that right?

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A Yes.

Q And they don't give you revolutions, they give you slow, half, full astern, things like that?

A Yes.

Q And you translate that at the throttle into rpm's?

A Correct.

Q All right. So that on maneuvering speed the engine room telegraph signals stand for the revolutions that you just gave me?

A Yes.

Q Now, is there a different set of revolutions for sea speed for these same engine room telegraph signals?

A The sea speed comes over the telephone, the telegraph is just slow, half, full. That's all we get from there. Now, if it's any more orders given from the bridge, which all orders is given from the bridge.

Q Say, you are going on a trip and you've cleared the harbor and you are now through with the maneuvering speed and the bridge wants to switch over to sea speed, what does the bridge do?

A Calls on the telephone and says the pilot is off, give us sea speed.

Q Sea speed is a different set of revolutions?

A Yes. Maneuvering and sea speed is a different set of speeds.

Q From there on you give them the revolutions the bridge calls for?

A Whenever they say sea speed and they want so many revolutions the nozzle is opened. Generally the standard procedure is they will say sea speed. We open the nozzles according to revolutions.

Q In other words, when you switch over to sea speed you put more, or larger nozzles in the firebox?

A Generally we change tips, what they call spare plates, which gives more volume of fuel into the furnace, which will carry more of a load of steam.

Q I see. And now during this entire trip from Beaumont down to where you finally grounded for a week or more were you always able to give the bridge whatever rpm's they called for on the telegraph?

A Yes.

Q Are you now working for the owner of the Avenger?

A No.

Q As a matter of fact, did you ever work for them after you signed off the ship?

A The company, not the Avenger.

Q The company? How long ago was that?

A That was January of 1970, I believe.

Q That's approximately right?

A Approximately.

Q You haven't worked for them since?

A No.

Q You have no prospects of employment with them now?

A No.

MR. ALLEN: That's all.

- - - - -

RE-EXAMINATION

BY MR. MACLA:

Q I want to ask you, Mr. Jackson, isn't the purpose of having two generators on the ship so that you can run them one for a period of time and then alternate them through the entire voyage?

Plaintiff's Exhibit 23 PAGES 289 - 298

Decision of Coast Guard Appeal

Ex 23

289a

IN THE MATTER OF LICENSE NO. 287027 AS MERCHANT MARINER'S DOCUMENT NO. AND ALL OTHER SEAMAN'S DOCUMENTS Issued to: Joseph Donald BLANK, Z-1054054	DECISION OF THE COMMANDANT APPEAL NO. 1091

This appeal has been taken in accordance with Title 46 United States Code 239(g) and Title 46 Code of Federal Regulations 137.30-1.

By order dated 16 April 1970, an Administrative Law Judge of the United States Coast Guard at Port Arthur, Texas suspended Appellant's seaman documents and licenses for three months outright upon finding him guilty of negligence. The specifications found proved alleges that while serving as Master on board the US AVENGER under authority of the document and license above described, on or about 26 August 1969, Appellant did wrongfully neglect his duties as Master, to wit: permitting said vessel to ground while navigating Sabine Pass Outer Bar Channel.

At the hearing, Appellant was represented by professional counsel. Appellant entered a plea of not guilty to the charge and specification.

The Investigating Officer introduced in evidence testimony of some witnesses.

In defense Appellant testified in his own behalf.

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At the end of the hearing, the Administrative Law Judge rendered a written decision in which he concluded that the charge and specifications had been proved. He then entered an order suspending all documents and licenses issued to Appellant for a period of three months outright.

The entire decision was served on 29 December 1970. Appeal was timely filed on 20 January 1971.

FINDINGS OF FACT

On 26 August 1969, Appellant was serving as Master on board the United States SS AVENGER and acting under authority of his license and document while the ship was underway in the Sabine Neches Canal, Texas.

AVENGER was a freighter of 594 feet, powered with a 12500 horsepower steam engine and on 25 August 1969 was loaded with wheat. While at the grain elevator she was required to depart to make room for another vessel. Since she was still undergoing repair to the forward auxiliary generator she proceeded to anchorage to complete same.

While en route off Magpecto Sand a full speed order was executed to permit clearing a barge in tow and to ensure making the bend in the channel. After ten minutes at full ahead the auxiliary generator tripped out causing a loss of the plant and a resultant grounding while rounding

a bend. After being out for about one minute the generator was placed back on the line and power was restored.

The pilot subsequently requested the assistance of a tug to assist in navigating the bends in the channel. Later, the pilot suggested retaining the tug until the vessel got outside (R72). Both, the Appellant and pilot felt that the tug could assist in case the overspeed trip on the auxiliary generator kicked out again.

As the AVENGER cleared the end of the jetties proceeding towards Outer Bar Channel at 40 RPM's (4-6 knots) she encountered a strong westerly set as a result of a strong flood tide and easterly winds of force 2-3. Soon thereafter the towline parted. Full ahead followed by left full rudder were then ordered. This was followed by emergency full ahead (jingles). However, the vessel continued to move towards the west side of the channel where she grounded about a minute after the towline parted. After the grounding and as the RPM's were coming up and passing 60 RPM's slow ahead was ordered. Thirty-two minutes later full astern was ordered but the vessel stayed grounded. The vessel at this time did not suffer a loss of power nor did any generator trip out nor were there any equipment failures.

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ELMER

AVENGER was undergoing Coast Guard inspection and one of the items which required completion involved the forward auxiliary generator. The repairs were incomplete at departure and the inspection authorities permitted the vessel to go to anchorage to complete repairs and testing. Upon departure and up to the time of the second grounding the vessel was operated under the usual 20-40-60 RPM, (slow, half, and full ahead maneuvering speeds), with both boilers in service and a properly manned engineroom. All the pre-sailing tests had been completed which included testing of the steering gear. The engine could give up to 75 RPM's in an emergency for a short duration.

The situation on the bridge between the Master and Pilot was one of complete reliance by Appellant upon the pilot. Up to the time of grounding the Appellant never gave any orders concerning the navigation of the vessel. None of the pilot's orders were ever countermanded nor questioned. When the pilot requested a tug the Appellant concurred and at this time there was some discussion. However, the record is clear that the Appellant gave full authority to the pilot to do everything possible to move vessel to anchorage. (R. 54, R. 63). His reliance is further supported by the fact that he was in complete agreement with everything the pilot did, that the pilot did exactly what he was supposed to do, and that Appellant would have done the same thing under the same circumstances. (R.66)

BLACK

BASIS OF APPEAL

This appeal has been taken from the order imposed by the Administrative Law Judge. It is contended that:

1. The Coast Guard has not met its burden of proof of establishing negligence by substantial evidence of reliable and probative character.

2. Appellant was found negligent of a charge which was not specified as required by Coast Guard regulations.

3. Suspension of Appellant's license for a period of three months was too severe.

APPEARANCE: Standard, Weisberg, Heckerling & Rosow by Malcolm B. Rosow, Esq.

OPINION

There appears to be confusion on the part of all parties concerned as to what is a charge and what is a specification. The charge in this case is negligence and the one and only specification alleges that Appellant did

> "wrongfully neglect his duties as Master to wit: permitting said vessel to ground while navigating Sabine Pass Outer Bar Channel."

The investigating officer in his opening statement indicates that he would prove a neglect of duties by showing navigation without correct charts, navigation without bearings and a failure to order sufficient power.

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With reference to charts I concur with Appellant in that no evidence was developed to indicate that failure to have correct charts on board contributed or in any way was related to the grounding. However, it is reasonable to conclude that had correct charts been available, the Appellant might have been made aware of the existence of Sabine Anchorage Basin, and that this knowledge might have changed the circumstance leading to the grounding. Since this wasn't developed in the testimony and since reasonable efforts were made to obtain up to date charts I cannot consider this as a neglect of duty.

With reference to the taking of proper bearings I will have to conclude that no testimony was elicted which indicated that the failure to take bearings contributed to the casualty. The Appellant and pilot knew where the vessel was and where it was going all the time. The channel was well marked and the pilot never indicated disorientation as to lights or shoreside structures. The passage from Taggerts Bend to the jetties was relatively uneventful and was a rather routine pilotage situation in a restricted waterway.

With reference to failure to order sufficient power I find that there is an abundance of substantial evidence of a reliable and probative nature to show that there was a neglect of duty and therefore negligence on the part of the Appellant.

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It is a well known and accepted fact that vessels under reasonably careful and prudent navigators do not run aground in the ordinary course of things. It was reasonable for the Appellant to rely on the pilot since a pilot is presumed to have superior knowledge concerning local conditions of navigation. In this case the testimony of the pilot indicates he was aware of weather and current conditions outside the jetties and his awareness was made known to the Appellant. This, however, does not permit any Master to sit idly by and blindly follow the pilot's actions. He has a duty to question the actions of the pilot and to discuss possible eventualities. The Master has the duty of seeing to the safety of the ship and is at all times ultimately responsible. It appears that a reasonably prudent navigator would have discussed the conditions outside the jetties and that these discussions would have stimulated some thoughts on procedures to follow to exit safely. I do not concur with Appellant's view that the sole cause of the grounding lies with a parted towing hawser. I feel that the parting of the hawser was directly attributable to the failure to take the actions required by a reasonably prudent navigator.

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Counsel relies heavily on the fact that the Appellant relied completely upon the pilot's expertise. This is well documented in the record and is noted in my findings. Great reliance is placed upon the fact that there was no danger until the bow cleared the jetties and was swept westward; and that Appellant was required to rely upon the local knowledge of the pilot. I feel that the present case must be distinguished from those in which there exists the possible element of surprise in connection with local weather, current and tidal conditions whereby a Master is forced to rely solely upon the pilot. In this case Appellant was aware of the conditions outside the jetty; he was equally aware of the potential dangers to his vessel; and he possessed personal knowledge and expertise on the capabilities of his vessel. At no time was there ever any element of surprise nor was there any lack of navigational or technical data which a reasonably prudent Master could have utilized to permit safe navigation. I think it was encumbent upon Appellant to have discussed the impending circumstances with the pilot and if not satisfied with the procedures to be followed he had a duty to take positive action. Appellant failed to anticipate a known and foreseable cross wind and current situation which could drive his vessel sidewise and permit her to ground. His failure to anticipate is supported

by his failure to take any positive action whatsoever, including the failure to use the power that was available.

I find that the record in this proceeding leaves a lot to be desired; however, I consider many of these errors to be procedural or clerical and not to have been prejudicial to Appellant's case. For the record it should be noted that Appellant's appeal brief was never signed by counsel and that the record is devoid of authority for substitute counsel on appeal.

I also find that suspension of Appellant's license for a period of three months is not too severe in light of Appellant's complete abandonment of command. The embarrassment suffered of being placed on the Coast Guard wanted list and the loss of position aboard a vessel are circumstances made necessary by the transient nature in the employment of merchant seamen. The procedures have been time tested and have been deemed workable in the maritime community. I feel the embarrassment of placing a vessel aground far outweighs any other considerations as to embarrassment.

CONCLUSION

It is concluded that the findings are supported by substantial evidence of a reliable and probative character to support a charge of negligence. Appellant failed to carry out his duties and obligations as Master by blindly relying on the pilot. He likewise failed to use the available power in a manner which a reasonably prudent Master would have used. I also conclude that the duties he failed to carry out were those pertaining to his right to go to sea as a licensed officer and find no basis for proceeding against his merchant mariner's document.

ORDER

The order of the Administrative Law Judge dated at Port Arthur on 16 April 1970, is modified to provide for an OUTRIGHT SUSPENSION of his license for THREE MONTHS, and as MODIFIED, is AFFIRMED.

C. R. BENDER
Admiral, U. S. Coast Guard
Commandant

Signed at Washington, D. C. this 10th day of October 1972.

Certified to be a true copy of the original

CAPT C. R. HALLBERG, USCG
Chief, Maritime and International
Law Division
By direction of the Commandant

Defendants' Exhibit A **PAGES 299 - 304**

Salvage Association Report

DA

299a

SALVAGE ASSOCIATION, LONDON

~~ROOM 1103~~
~~UNITED STATES NATIONAL BANK BLDG.~~
GALVESTON, TEXAS 77550

Cable Address "WRECKAGE" New York

NEW YORK OFFICE
ROOM 800 - 100 WILLIAM ST.
N.Y., N.Y. 10038

March 20, 1970

"IN ACCEPTING THIS REPORT OR CERTIFICATE IT IS AGREED THAT THE EXTENT OF THE OBLIGATION OF THIS ASSOCIATION WITH RESPECT THERETO IS LIMITED TO FURNISHING A SURVEYOR BELIEVED TO BE COMPETENT, AND IN THE MAKING OF THIS REPORT OR CERTIFICATE THE SURVEYOR IS ACTING ON BEHALF OF THE PERSON REQUESTING THE SAME, AND NO LIABILITY SHALL ATTACH TO THIS ASSOCIATION FOR THE ACCURACY HEREOF."

SURVEY REPORT NO. G. 855

ADVANCE ADVICE NO.

This is to Certify

that the undersigned Surveyor at this port did at the request of John P. Tilden Limited, 100 William Street, New York, New York, and on behalf of the Underwriters concerned, survey the,

S/S "AVENGER"

18332 Gross Tons Register, of New York

(Owners: Marine Carriers Corporation)

for the purpose of ascertaining the nature and extent of the damage alleged to have been sustained on August 26, 1969, at approximately 6:34 A.M., in consequence of the subject vessel having stranded approximately 1,000 yards offshore from the west jetty of the Sabine-Neches Ship Channel and approximately 150 feet west of the Channel, while outbound on a voyage from Beaumont, Texas, to Bombay, India, laden with approximately 28.800 tons of wheat cargo.

For further particulars, please refer to the subject Vessel's Log Books and Statements of the Interested Parties, and Statements copied below.

Extracts of the Master's Protest, Master's Statement, Chief Engineer's Statement, and the Deck Log Book Entries are copied below: (Objection Note:- Reports and Statements having been copied above, are omitted.)

Master's Protest
United States of America

State of Texas
County of Jefferson

By this public instrument, be it known unto all Whom It May Concern that on this ninth day of September 1969, before me, Public Notary in and for the State of Texas, by letter patent under the great seal of the state, duly commissioned and sworn dwelling in the city of Port Arthur, Texas, personally came Joseph D. Blank, Master of the ship called "AVENGER" of New York, New York, and burden of 11,488 Net Tons or thereabouts, now lying in the Sabine Pass, Texas and that he sailed in and with the said vessel on the 25th day of August, last from the Port of Beaumont, Texas having in due procession of said voyage did go aground on/about 0634, 26 August, 1969 in the Sabine Pass Channel, Texas. The master fears that there could be possible damage to the vessel and/or her cargo resulting from aforementioned grounding, therefore, he now enters with me, the said Notary, in due form of law his protest to serve as occassion may require reserving to himself the right to extend the same in time and place convenient.

(cont'd)

In testimony whereof the said Master has here unto subscribed his name and I, the said Notary have at these presents set my hand and seal of office this 9th day of September, 1969.

William L. Dees, Notary Public for Jefferson County

Joseph D. Blank, Master American S.S. Avenger

Statement of Jogeph D. Blank, Master, S.S. AVENGER

My vessel departed from the Grain Elevator, Beaumont, at 2228 on the 25th of August, 1969 with Captain Throckmorton, at the conn. Vessel headed for anchorage to effect repairs and ultimate clearance.

At 0013, 26 August, the engine room stopped engine due to difficulties with the generator overspeed tripping out. Vessel drifted against the deep side of the bank at Macpetco Bend. Three tugs were in the area, awaiting another ship, and they were called immediately to assist the vessel until repairs completed. Within minutes the repairs were completed but the vessel was held in position by the tugs as a disabled tow was adrift nearby. When the tow was under command and clear, the vessel proceeded into the channel. At 0027, the after tugs, MV. STORM and ARES were dismissed. At 0052 when well clear of the bend, the forward tug (STELLA II) was dismissed and the vessel proceeded downriver.

Prior to arriving in the Port Arthur area, the pilot consulted the master about the need for a tug to assist the vessel making a sharp turn in the area ahead and it was agreed that a tug would be called. At 0250, 26 Aug. the tug, E.M. BLACK, was made fast forward with a towline. After the turn was made, it was decided to keep the tug to assist the vessel as a precautionary measure.

As the vessel was approaching the Sabine Pass East Jetty Light, the tow line of the tug parted and not made fast again as the pilot thought it would not be needed. As the East Jetty Light was abaft the beam on the port side, the vessel listed slightly to starboard and seemed to veer to the right. At 0634 it was determined that the vessel was aground on the west bank of the channel between Buoys R"6" and R"4". After the grounding the tug, E.M. BLACK, was made fast aft and more tugs were called to assist in refloating the vessel.

Joseph D. Blank, Master

Statement of Eric R. Blomquist Chief Engineer
SS AVENGER
September 1, 1969

Shortly after 2100 on August 25, 1969, while preparing to leave the Carroll St. dock at Beaumont, Texas enroute to Sabine Anchorage, I was notified by the 1st Asst. Eng. (Mr. Jackson) that the rudder angle indicator was not indicating properly. I immediately went to the steering engine room to determine the trouble. Not being able to detect anything wrong, I called the bridge and requested that the wheel be tried again. At this time the rudder angle indicater worked perfectly, indicating 33 degrees right rudder and 35 degrees left rudder. This was verified by the Mate on watch at the time. I then went to the lower engine room and informed the 1st Asst. Eng. that the steering gear and the rudder angle indicator were in good working order. He informed me at this time that the engine was ready and everything was in good order.

The 1st Asst. had the 2nd Asst. (Mr. Coram) standing by in the fireroom and the 3rd Asst. (Mr. Bomes) helping him in the engine room. Of course, there was an oiler and a fireman on watch also. On making a round of the fireroom and engine room I didn't see any reason to prevent our shift from the dock to Sabine Anchorage. One auxiliary generator was inoperative at this time due to repairs incomplete, but since this vessel is equipted with a standby diesel generator and it was running in addition to an emergency diesel generator, I felt that the vessel was able to shift the short distance to Sabine Anchorage to complete repairs in accordance with permission of the U. S. Coast Guard.

(cont'd)

I was on the operating platform until the vessel cleared the dock and at various times thereafter. Mr. Jackson (1st Asst. Eng.) handled the engine and there was no trouble until at 0014 August 26, 1969 the auxilary generator tripped out. Luckily, I was within 30 feet of the generator when it tripped and by the time I got the throttle closed the 1st Asst. reset the trip and the generator was back on the line at 0015. The lights only dimmed down, but never went out. There was no more than one minute loss of power. However, I was informed a short time later that the vessel had grounded lightly. In about 15 minutes (0030) we were underway again with no further trouble until shortly after 0600 August 26, 1969 the vessel jarred and listed slightly. The engine was maneuvered for some time after this, with no success, and the engine room was informed that the vessel was aground. There had been no limitations on the engine power prior to grounding or since leaving the dock at Beaumont, Texas, and both boilers were in operation at all times.

Signed: Eric R. Blomquist

Extracts of the Deck Log Book of the S.S. "Avenger" on a voyage from Beaumont to Trinidad:

Tuesday, August 26, 1969

While approaching the Sabine Pass Channel to Seaward the tow line of the tug E.M. "Black" parted and vessel operating at reduced power was carried on to West Bank of channel between buoy and R"6" & "4" at 0634.

0800 Vessel aground between buoy R"4" and "6". Tug "Black" fast aft port side.
0945 Tug "Stella" fast to port side aft.
1000 Tug "Ares" fast starboard quarter.
1128 Tugs shift to bow various bells, tug maneuvers as per bellbook. Pilot and Master on bridge.
1220 Start transfer of bunker forward. Tug "J.C. Andrias" along side with repair men and Port Captain.
1425 Tug "Stella", "Black" and "Ares" starboard side.
1520 Tug "Hermes" starboard side.
1600 Various bells attempting to refloat vessel.
1734 Tug "Trojan" fast aft.
1820 Pilot, H. E. Weaver relieves pilot Throckmorton. Pilots maneuvering with tugs and main engines.
2054 Tugs away secure for the night. Engine room notified.

Wednesday August 27, 1969
0400 Vessel aground as before. Awaiting day light and tug to resume efforts to refloat.
0637 Pilot Throckmorton relieves Pilot Weaver.
0835 Tugs "Black" and "Stella" fast starboard.
0850 Tug "Hermes" fast starboard.
0900 Tug "Trojan" fast starboard.
0920 Tug "Ares" fast starboard.
1010 Tug "J. C. Andries" along side with Port Captain, Company Agent, G. Kenrick, Salvage Association, London and engine repair man, various bells and maneuvers as per bell logbook.
1143 Port Captain and officials away. Pilot and Master are on bridge.
1400 Master declares that all efforts to refloat the vessel with ship's power and tugs presently available to no avail. Tugs and pilots dismissed and the Underwriters so notified.
1407 Let go port and starboard anchors. All secure.
1615 Pilot away.

Thursday, August 28, 1969
0957 Port Captain, Bunch, Russell Brierly & Robert Cwalenski of London Salvage aboard. Mr. J. D. Dowd, Port Engineer.
1320 Port Captain and surveyors left vessel. "Radar II" away.
1630 Tugs "Hermes", "Ares", "Stella II", "E.M. Black" along side.

(cont'd)

1635 Pilots Throckmorton and Levingston aboard.
1650 Steering engine tested and found OK.
1740 Dismissed pilots and tugs. Master's orders.
1741 Anchors in water to mud. Chief Mate informed bridge that tow line from tug "E.M. Black" parted and caught in ship's propeller.

Friday, August 29, 1969
0840 Chief Mate reported propeller was clear of line, engine room notified.
1112 Port Engineer aboard, charter party made for use of barge "H-1" to lighten "Avenger". This contract includes tow boat to handle barge, agreement and release given tow boat company for hold harmless for damage to tow boat, barge or ship. Tow boat barge to carry own H&M, and P&I insurance. Above approved by London Salvage and U.S. Salvage.
1420 "Radar II" along side.
1445 "Radar II" departs.

Saturday, August 30, 1969
0700 Shore launch at Gangway.
0800 Resume rigging gear.
1300 Shore launch at gangway, no deck department members permitted to go ashore until 1830.
1325 Shore boat away.
1855 Shore launch at gangway, deck department restricted.
2000 Vessel aground.

Sunday, August 31, 1969
0655 Shore launch along side.
0703 Launch away.
0800 Resume rigging gear for partial discharge.
0903 Port Engineer aboard.
1455 Tug " J. Harris Masterson" and barge "H-1" along side midships starboard side
1535 Barge "H-1" in place, secure to receive cargo.
1716 Started discharging cargo No. 5 center.
1720 Motor failure, stopped discharging.
1748 Resume discharging.
1850 Tug "Black" and barge with 4 evacuators along side.
2020 Guy on forward starboard boom broke causing evacuator to fall approx. 4' to deck landing between bitts, causing some damage.
2300 Two evacuators unloaded from barge. Crew knock off.
2305 Stop discharging No. 5 center due to break down.

Monday, September 1, 1969
0215 Repairs completed on evacuator, resume discharging cargo.
0420 Stop discharging cargo, no additional labor available.
0400 Aground. Vessel discharging cargo into barge.
0800 Vessel aground.
0840 Port Captain and Port Engineer aboard.
0905 Port Captain and Port Engineer away.
0930 Shifted grain barge forward 75'. Shifted tug "Black" and barge to aft starboard boom to unload two evacuators.
1145 All evacuators aboard.
1200 Vessel aground.
1405 Launch along side.
1435 Launch away.
1450 Tug "E.M. Black" and barge away.
1600 Crew and Stevedores working on evacuators.
1608 Resume discharging cargo into barge, evacuator aft.
1627 Second evacuator in operation aft.
1725 Third evacuator in operation in aft.
1845 Commenced discharging forward No. 3 center.

Tuesday, September 2, 1969
0005 Resume discharging No. 7 center.
0400 Continuous discharge of cargo.

(cont'd)

0645 Port Captain and Port Engineer aboard.
0720 Port Engineer away.
0730 Tested navigation gear. Telemotor electric steering, telephones, running lights, signal equipment, whistle, radar RDF. Engine room notified of correct time. All gear apparently in good order.
0745 Pilot, T. W. Throckmorton aboard.
0800 Stopped discharging.
0830 Shifted grain barge forward 25'.
0850 Tug "Stella" fast starboard quarter.
0855 Tugs "E.M. Black and :J. Harris Masterson" fast fore quarter.
1050 Russell Brierly & Associates, Robert Cwalenski of London Salvage aboard with Port Engineer.
1120 London Salvage Officials and Port Engineer away.
1134 Anchor away, various bells and tug maneuvers as per bell book.
1250 Shifted tug "Black" to starboard quarter and tug "Masterson" to port quarter.
1330 Resume discharging No. 3 center tank.
1335 Tug "Stella" to port quarter.
1415 Let go tugs aft.
1435 Tugs "Masterson", "Black", and "Stella" start walking vessel's port anchor astern.
1440 Parted stopper on anchor. Hove in anchor.
1447 Anchor away.
1500 Tug starting walking out toward the anchor.
1535 Let go port anchor, 8 shots in water.
1545 Tug "Black" fast starboard quarter, various bells per pilot.
1550 Tug "Masterson" fast aft.
1600 Tug "Stella" fast starboard quarter.
2000 Continued discharging cargo forward. Tugs maneuvering according to pilots orders.
2040 Stopped discharging.
2120 Tug "Lead Horse" fast on stern.
2135 Barge away.
2400 Various bells and tug manauvers per bell book.

Wednesday, September 3, 1969
0400 Vessel aground as before. Various bells as per pilot with tugs "Lead Horse", "Stella", and "Black" at various positions.
0800 Various bells as per pilot's orders. Same tugs in position as ordered.
0810 Port Captain and Port Engineer away.
0840 Engine room notified bridge that both boilers on.
1020 Bridge notified no engines for 30 minutes.
1115 Master advised by Mr. Jackson, First Assistant Engineer, (Senior Engineer aboard) that steam could not be provided to deck winches due to lack of boiler water. Agent contacted by Sabine Pilots office to obtain water as soon as possible.
1200 Various bells as per bell book.
1600 Vessel aground as before, various bells as per pilot and tugs in various positions.
1635 Pilot, S. W. Livingston, relieves pilot, Throckmorton.
1850 Tug "Lead Horse" away.
2000 Maneuvering with tugs "Black" and "Stella" according to pilot's orders.
2400 Vessel aground as before. Various bells and tug manauvers as per bell book.

Thursday, September 4, 1969
Continuous maneuvers to refloat vessel.
0320 Ceased operations due to lack of distilled water on ship. Tugs and Pilot dismissed, Master's orders. Vessel idle.

Saturday, September 6, 1969
0830 Tug "J. Harris Masterson" with grain barge fast on starboard side started riggin evacuators.
0930 Tug "Manta" fast astern and start pulling.
1015 Start discharging No. 1 center (two evacuators).
1105 Start discharging No. 7 and No. 9 center.

(cont'd)

1158 Pilot, Throckmorton aboard.
1600 Vessel aground as before. Continuous discharging and tug "Manta" fast astern.
2400 Aground. Continuous discharging. Tug "Manta" fast astern.

Sunday, September 7, 1969
0400 Vessel aground as before. Continuous discharging and tug "Manta" aft.
0400 Tug "Masterson" away.
0800 Continuous discharge of cargo.
1145 Port Captain, Port Engineer and Mr. G. W. R. Kenrick, London Salvage Association aboard.
1200 Continuous discharging. Tug "Manta" on stern.
1310 Let go tug "Manta" aft.
1330 Dredge "Amardillo II" arrived off vessel's stern in tow by tug "J. Harris Masterson".
1405 Knock off discharging, finish loading barge.
1505 Tug "J. H. Masterson" away with barge.
1520 Tug "Manta" fast starboard quarter.
1540 Start dredging operations.
1900 Tug "Manta" moving pipeline.
2005 Dredge stopped due to gusty high winds, and rough water.
2235 Dredge resumed work.
2400 Tug "Manta" fast starboard quarter. Continuous dredging off stern of vessel.

Monday, September 8, 1969
0400 Vessel aground as before. Dredging off stern.
0800 Dredge working throughout watch.
0810 Port Engineer away.
1040 Dredge stops pumping.
1135 Dredge starts pumping.
1200 Aground. Dredging off port quarter.
1245 Tug "Pike" arrived at standby.
1300 Tug "Grampus" arrived at standby.
1348 Shift tug "Manta" to starboard bow.
1435 Tug "Pike" fast at port side at midships.
1440 Tug "Grampus" fast port side.
1515 Change pilots. Pilot Throckmorton relieved by pilot Bellgdard.
1520 Tug "J. H. Masterson" standby dredge.
1600 Continuous dredging port side aft.
1930 Pilot Bellgdard relieved pilot Throckmorton. Dredge pipeline broken.
2105 Dredge broke port anchor cable and stopped operation.
2202 Dredge clear of ship.
2220 Tested gear, Telemotor, electric steering, telegraph, whistle, communications, running lights, radar and signal lights. Engine room notified of correct time. All apparently in good order.
2332 Commence refloating operations. Various tug maneuvers as per bell book.

Tuesday, September 9, 1969
0043 Shift tug "Pike" to starboard quarter.
0045 Shift tug "J.H. Masterson" to starboard quarter.
0140 Commenced heave anchor.
0205 to 0208 Plant out due to generator tripped.
0255 Cut out port boiler due to loss of water. Various bells as to pilot.
0322 VESSEL AFLOAT
0330 Shifted tug "Pike" and tug "J.H. Masterson" to starboard bow.
0353 Anchor away. Proceed toward sea buoy to turn vesse.
0438 Buoy "4" abeam.
0508 Sea buoy beam.
0449 Tug "Manta" away.
0330 Pilot Throckmorton relieved by pilot Livingston.
0650 Tug "Masterson" away.
0705 Under way to anchorage in Sabine Pass.
0828 Tug "Manta" away.
0851 Let go port, anchor two shots.
0853 Tug "Grampus" away.

Defendants' Exhibit C PAGES 305 - 324

Coast Guard File

305 a

ISP 4 visits

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

File No: _____

Date: 12 AUGUST 1969

INSPECTION OTHER THAN ANNUAL

Name of Vessel S.S. AVENGER (ex St. Laurence) Off. No. 296045

Home Port New York, N.Y. G.T. 18,337 Class Tankship

Route Oceans

Owner's Name & Address Marine Carriers Corp. 17 Battery Place New York

Operator's Name & Address Same

Agent's Name & Address _____

Master J. D. Blank 287027 Where Built Sparrows Point, Md.

Ch.Engr. Eric Bloomquist When Built 1949

Type of Inspection Special Where Cert. issued New York, N.Y.

_____ Date Cert. issued 20 Feb. 1969

When Examined _____ Date Last Drydocked Jan. 1969

Where Examined Carroll St. Dock Beaumont

REPORT: Give complete and concise report regarding visit made by you.

8/12/69 Beaumont, Tex. 1400-1730

Boarded vessel to Test superheater safety valves. Found seals Removed From stbd. Boiler drum safety valves. Also repairs in progress on #2 turbo Generator. Tested drum safety valves stbd. Boiler; Found Fwd. drum valve defective. To Continue.

C. R. Polley

24

8/13/69 306a 0900-1600

Tested superheater safety valve Port Boiler and Lowest drum safety valve as Follows: drum 670-645, superheater 628-610. sealed superheater with seal #447. #2 turbogenerator overspeed trip inoperative. To continue.

C. R. Polly

8/14/69 0730-0830
0930-1030

~~Set of~~ Sealed Stbd. Boiler Safety Valves.

Fwd. drum 672-645
Aft drum 670-635
Superheater 625-600

C. R. Polly

8/15/69 Carroll St. Dock 2200-2300

Examined #1 (Fwd.) turbogenerator Rotor and Casing in Company with Mr. Ryan Port Engineer. Found severe corrosion effects and pitting of blades, numerous blades were holed through. Bearings were not wiped but indicated pounding of the shaft. This turbine is not considered Fit For service and is to be replaced.

C. R. Polly

Note: Both turbogenerators require testing under Load, parallel operation, reverse current trips, and overspeed trips.

307.3

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

307.a (1 SP.)

File No: _____

Date: 25 AUGUST 1969

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER Off. No. 296045

Home Port NEW YORK, N.Y. G.T. 18332 Class TANKSHIP

Route OCEANS

Owner's Name & Address MARINE CARRIERS CORP. 17 BATTERY PL. N.Y., N.Y.

Operator's Name & Address OWNERS

Agent's Name & Address _____

Master J.D. BLANKS Where Built SPARROWS PT., Md.

Ch.Engr. ERIC BLOMQUIST When Built 1949

Type of Inspection SPECIAL Where Cert. issued NEW YORK, N.Y.

_____ Date Cert. issued 2 FEBRUARY 1969

When Examined 25 AUGUST 1969 Date Last Drydocked JANUARY 1969

Where Examined BEAUMONT TEXAS

REPORT: Give complete and concise report regarding visit made by you.

Boarded vessel afloat at the grain elevator, Beaumont to inspect operation of aux: generators as required by OCMI, Port Arthur. Observed ship's force start after generator and place same under load. This generator was run at approximately 50% rated load for one hour. After aux condensate pump was being used at this time. Ship's force then attempted to start fwd generator using fwd condensate pump.

Marine Inspector, U. S. Coast Guard

23

the shaft of this pump ~~was grooved~~ 308a scoured in the way of the pump packing gland. This shaft will be rebuilt prior to departure.

Vessel will shift to the Sabine anchorage. Inspection to continue.

RADonald

309a

(1SP)

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

File No: _____

Date: 7 September 1969

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER (EX St. Lawrence Off. No. 296645

Home Port New York, N.Y. G.T. 18,332 Class Tankship

Route Oceans

Owner's Name & Address Marine Carriers Corp. 17 Battery Pl. NY, NY (10004)

Operator's Name & Address Owner

Agent's Name & Address _____

Master J. D. Bizak Where Built Sparrows Pt., Md.

Ch.Engr. E. Blomquist When Built 1949

Type of Inspection Special - Where Cert. issued New York, N.Y.

Grounding Survey Date Cert. issued 2 February 1969

When Examined 1330/1700 Date Last Drydocked January 1969

Where Examined Sabine River Anchorage

REPORT: Give complete and concise report regarding visit made by you.

Boarded vessel to conduct special inspection as a result of grounding approx. 0530 26 August 1969 until 7 September 1969.

Entered and visually inspected Fore peak tank, Fwd. dry cargo hold, Fore and aft pumprooms, and main machinery spaces. Also inspected steering gear and main deck visually for indications of damage and/or stresses. None was found in any of these areas.

All cargo tanks (except 2S, 9C & 10P&S) were checked as indicated on the attached sketch for indications of inset bottom shell plate. This information was fur-

over-

delivered to the OCMI for consideration.

The owners representative Mr. Louis V. BRUER had proposed to provide the services of a diver to examine the underwater body & appendages & to run diagonal taut lines across the bottom to attempt to determine possible inset areas. This was not accomplished due to the shallow water in the anchorage which the diver felt was inadequate bottom clearance for safety. The diver did examine the rudder, skeg, propeller and shell plate adjacent to the propeller and reported no apparent damage except for slight nicks or indents in the leading edge of propeller blades.

Mr BRUER was instructed to clear the obstructions in the sounding pipes of the four (4) tanks not gauged and to move vessel to some local dock or anchorage which will permit accomplishment of his proposed underbody exam by a diver.

This inspection to be continued & in addition the test of both turbogenerators previously required remains outstanding.

William [illegible]

T/S AVENGER (ex ST. LAWRENCE)

595' x 84' x 44'
Blt. 1949 Sp. Pt. Md.
H.P. 13750

G.T.	18332
N.T.	11488
Dwt.	28600
Displ.	36700

Tonnages can be adjusted upward to reflect reduction in freeboard permitted by reassignment of loadline under amended regulations.

Departed Beaumont on night of 25 August.
Grounded on West side of Outer Bar Channel at 0530, 26 August.

Drafts Beaumont F/W		Sabine S/W
F 34'2"	F/W allow. 11"	F 33'3"
A 35'8"		A 34'9"
M 34'11"		M 34'0"

Drafts read while aground 0800 6 Sept. 1969

F 29'4"
A 30'6"
M 30'0"

Reduction in draft due to grounding 4'0".
Charted depth in vicinity 19' - 20'.
Tidal Range 1'8"
Grounded 2 hrs. after high water
Grounded drafts taken with tide 1'0" above low water.
Therefore, tide considered inconsequential.

312a

ISP

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

File No: _____

Date: 11 SEPT 1969

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER Off. No. 296045

Home Port NEW YORK, N.Y. G.T. 18,332 Class TANKSHIP

Route OCEANS

Owner's Name & Address MARINE CARRIERS CORP. 17 BATTERY PL. N.Y., N.Y. 10004

Operator's Name & Address OWNER

Agent's Name & Address —

Master J. D. BLANK Where Built SPARROWS PT., MD.

Ch.Engr. E. BLONQUIST When Built 1949

Type of Inspection SPECIAL - Where Cert. issued NEW YORK, N.Y.

GROUNDING SURVEY Date Cert. issued 2 FEB. 1969

When Examined 1245/2400 11SEPT69 Date Last Drydocked JAN. 1969

Where Examined SABINE RIVER ANCHORAGE

REPORT: Give complete and concise report regarding visit made by you.

Boarded vessel to determine the extent, if any, of bottom damage which resulted from grounding on 26 Aug. 1969 until 9 Sept. 1969. A taut line (approx. 1" manila with a 20' span of slain in the center to ride on the keel) was stretched perpendicular to the centerline across the vessel's bottom at those locations indicated in red on the attached diagram. One does —

Marine Inspector, U. S. Coast Guard

each side of the ship followed the line to the keel inspecting for set in areas as he went. No bottom damage or irregularities of any type were found with the exception of 4 feet of damaged bilge keel, starboard side forward. No additional damage was found in the area where the bilge keel had been peeled back approximately 4 feet.

Cargo tanks 2S, 9C, and 10P & S were sounded. The results are indicated on the sounding report diagram dated 9 Sept. 1969.

W. B. Blanchard

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

314a

Address reply to:
Marine Inspection Office
Federal Bldg. - Custom House
5th & Austin Avenue
Port Arthur, Texas 77640

5941/FS/2914
13 September 1969

From: CWO4 Robert C. SYKES 28082, USCG
To: Officer in Charge, Marine Inspection, Port Arthur, Texas

(ISP)

Subj: SS AVENGER; status of

1. Examined machinery spaces and the following was found:

a. Owners representative stated that on loading would be complete about midnight.

b. Master of vessel was issued CG-835 as follows:

1. Vessel is not to be sailed until boilers and machinery are placed in a satisfactory condition. Systems are to be tested to the satisfaction of a U. S. Coast Guard Inspector. Notify Officer in Charge, Marine Inspection, Port Arthur, Texas, when repairs are completed.

c. The forward ship's service generator was found to be out of service. Generator was placed in operation and vacuum could not be raised over eight inches. It appeared that gland seals were defective or baffle plate on the condenser head was gone or plugged tubes.

d. Port boiler was off the line and a fireside and waterside examination made. Boiler appeared to have been dry fired at some unknown date. Generating tubes had been leaking where rolled into steam drum. Rear wall tubes (2") were found to be bowed to excess and will require 35 new tubes. Screening tubes (2") where bowed to excess will require 65 new tubes. Water cannot be maintained in boiler.

e. Starboard boiler was on the line with continuous surface blow on. Boiler was tested for salt and found to be at 200 grains. Leak in main condenser tube was indicated.

f. Excessive leaks were noted on all systems in machinery spaces. Packing glands on all pumps in operation noted to be leaking excessively.

g. Certificate of Inspection was removed from vessel.

Robert C. Sykes
ROBERT C. SYKES

CG 835
(Rev. 8-47)

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Office of Officer in Charge
Marine Inspection Port Port Arthur Tex. Date 9/13/69

To Master S.S. M.V. Avenger G. T. 18332

You are directed to inform the above officer when the following requirements have been corrected.

1. Vessel is not to be sailed until boilers and machinery and plumb is in satisfactory operating condition.
Systems are to be tested to the satisfaction of a U.S. Coast Guard Inspector.
Notify Officer in Charge of Marine Inspection Port Arthur Texas when repairs are completed.

Robert C. Smith
Marine Inspector.

Acknowledged J. Blank Time 1250 Date 9/13/69

16—32035-8

316 a

(1 Sp.)

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

File No: _____

Date: 9/2/69

INSPECTION OTHER THAN ANNUAL

Name of Vessel HUEGER Off. No. _____

Home Port _____ G.T. _____ Class TUNKSHIP

Route _____

Owner's Name & Address _____

Operator's Name & Address _____

Agent's Name & Address _____

Master MIC ISLAND Where Built _____

Ch.Engr. MIC BLOMQUIST When Built _____

Type of Inspection FOR CAUSE Where Cert. issued _____

_____ Date Cert. issued _____

When Examined 9/2/69 Date Last Drydocked _____

Where Examined SABINE ANCHORAGE

REPORT: Give complete and concise report regarding visit made by you. 0900/1530

9/2/69
Boarded vessel to check work now in progress. It was found in part that all tubes and defective tubes in main brine system were to be removed. Mr. Dowd part Engineer stated that all defective tubes had been rolled at last voyage. New tubes will be put aboard and to be rolled in to tube sheet

the boiler. Mr. Robert Weber who will supervise the installation of the condensing tubes states that a Crew of boiler maker and fitters from New York N.Y. At present the older wall tubes are being pulled in by Marine Maintenance Co. Boston Mass. Progress was found to be slow at this time.

2. Water box on the main Condenser was drawn and steam side of Condenser filled with water and indicator solution. Six (6) leaking tubes had been plugged and no other leaks could be detected.

3. Standard generator was placed in operation and the governor was found to be defective and generator would not maintain operating speed. Tube oil Coolers were found to Contain sediment. It was recommended that the governor be taken apart and Cleaned and checked by a Westinghouse representative.

/

4. Other leaks in the various piping systems and pumps were in process of being Completed.

5. Progress at this time was Considered to be slow and crews will Call when repairs are Complete

R. C. Sykes
MM

319a

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

(1 SP)

File No. _____

Date: 9/28/69

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER Off. No. _____

Home Port NEW YORK N.Y. G.T. _____ Class TANKSHIP

Route OCEANS

Owner's Name & Address _____

Operator's Name & Address _____

Agent's Name & Address _____

Master MR BLANK Where Built _____

Ch. Engr. MR BLOOMQUIST When Built _____

Type of Inspection SPECIAL FOR Where Cert. Issued _____

REPAIRS Date Cert. Issued _____

When Examined 9/28/69 Date Last Drydocked _____

Where Examined SABINE ANCHORAGE

REPORT: Give complete and concise report regarding visit made by you.

9/28/69 1130/1430

Boarded vessel to examine tube renewal in way of boiler wall and scallop tube. Tube renewal was found to be satisfactory. Witnessed a hydrostatic test @ 620 psi (working pressure) & found same and attended examination made. Pressure could not be maintained and numerous leaks noted in way of generator tube bands that appeared to be in way of steam drum.

Marine Inspector, U. S. Coast Guard

3213

320a

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

1 sp
2 usable

File No. _____

Date: 9/29/69 9/30/69

INSPECTION OTHER THAN ANNUAL

Name of Vessel BUENGER Off. No. 269095

Home Port NEW YORK N.Y. G.T. _____ Class TANKER - P

Route COCEANS

Owner's Name & Address _____

Operator's Name & Address _____

Agent's Name & Address _____

Master J.D. BLANK Where Built _____

Ch. Engr. MR BLOOMQUIST When Built _____

Type of Inspection SPECIAL FOR Where Cert. Issued _____

REPAIRS Date Cert. Issued _____

When Examined 9/29/69 & 9/30/69 Date Last Drydocked _____

Where Examined SABINE ANCHORAGE

REPORT: Give complete and concise report regarding visit made by you.

9/29/69 1500/1630

Boarded vessel to witness a hydrostatic test at working pressure on the port boiler. all generating tubes had been removed in way of steam drums. Ext finside and external examination made while under 620 psi and no leaks noted. Port boiler considered to be in satisfactory condition

Marine Inspector, U. S. Coast Guard

321a 1000/11430

9/30/69

Tested and underreamed after penetration
@ 1320 with ~~Penetrometer~~ and after
penetration placed ~~parallel~~ plate test
~~Penetrometer~~ penetration spell Control person
~~found~~ depleting and ~~required~~
~~adjustment~~ ~~completed~~ ~~Next~~ structure
~~by~~ tube ~~oil inlet to penetrometer~~ water
~~found~~ to contain ~~Oil~~ ~~depositing~~
Drums until call ~~with~~ ~~operator~~
completed ~~and~~ ~~found~~ penetration

NC Spike

322 a

(1sp)

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

File No. _____

Date: 10/1/69

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER Off. No. 269945

Home Port New York N.Y. G.T. _____ Class Inspected

Route Oceans

Owner's Name & Address _____

Operator's Name & Address _____

Agent's Name & Address _____

Master J.D. Walsh Where Built _____

Ch. Engr. Wm Sherwood When Built _____

Type of Inspection SPECIAL FOR Where Cert. Issued _____

CAUSE Date Cert. Issued _____

When Examined 10/1/69 Date Last Drydocked _____

Where Examined Shrimp Anchorage

REPORT: Give complete and concise report regarding visit made by you.

1130/12-30

10/1/69

Standard generator placed in operation to test overspeed and shutdown. Overspeed trip was found to be operating. Trip mechanism was removed from the governor for adjustment. Operating pressure was found to be correct. Owner will call.

C.O. Sikes

Marine Inspector, U. S. Coast Guard

323 a

UNITED STATES COAST GUARD
MARINE INSPECTION OFFICE
PORT ARTHUR, TEXAS

ISP

File No. FS/2914

Date: 10/2/69

INSPECTION OTHER THAN ANNUAL

Name of Vessel AVENGER Off. No. 269045

Home Port NEW YORK N.Y. G.T. Class TANK SHIP

Route OCEANS

Owner's Name & Address

Operator's Name & Address

Agent's Name & Address

Master J D BLANK Where Built

Ch. Engr. When Built

Type of Inspection SPECIAL FOR Where Cert. Issued

REPAIRS Date Cert. Issued

When Examined 10/2/69 Date Last Drydocked

Where Examined SABINE ANCHORAGE

REPORT: Give complete and concise report regarding visit made by you.

10/2/69 1230/1500

Tested overspeed and tripped governor operator @ 1320 R.P.M. Overspeed trip was found in satisfactory operating condition. Overspeed trip had been removed from the generator and repaired by Coastal Engineering Port Arthur Texas. Certificate of completion was returned to the vessels master Mr. J. D. Blank. All else found satisfactory.

P C Sides
Marine Inspector, U. S. Coast Guard

bbd

CG 835
(Rev. 3-47)

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Office of Officer in Charge, Marine Inspection Port PORT HUNTER Date 9/13/69

To MASTER S. S. M. V. AVENGER G. T. 12332

You are directed to inform the above officer when the following requirements have been corrected.

1. Vessel is not to be sailed until lights and machinery are tested in a satisfactory manner. Conditions are to be tested by an inspector of the U.S. Coast Guard Inspection Office. Notify Officer in Charge of Marine Inspection Port Hunter when above steps are completed.

Robert C Cole
Marine Inspector.

10—32026-3

OVERSIZE FOLDOUT(S) FOUND HERE IN
THE PRINTED EDITION OF THIS VOLUME
ARE FOUND FOLLOWING THE LAST PAGE
OF TEXT IN THIS MICROFICHE EDITION

SEE FOLDOUT NO 3

Defendants' Exhibit D

Chart No. 517

SERVICE OF THREE (3) COPIES OF THE WITHIN

WITHIN CAUSE IS

THIS 23rd DAY OF Feb. 197

COPY RECEIVED

FEB 23 1977

CL WICZ & CALLAN

Attorney(s) for Appellee

LEX PRINTING CO., INC., 451 GREENWICH ST., N.Y. 10013—966-4300

1279

UNITED STATES - GULF COAST
LOUISIANA - TEXAS

CALCASIEU PASS TO SABINE PASS

Mercator Projection
Scale 1:40,000 at Lat. 29°30'

SOUNDINGS IN FEET
AT MEAN LOW WATER

SABINE LAKE

CALCASIEU LAKE

WEST COVE

CALCASIEU PASS
DUMPING GROUNDS

Regulations and permission for dumping in the areas indicated may be obtained at the office of the District Engineer, Corps of Engineers, New Orleans, La.

NOTE A
SHIPPING SAFETY FAIRWAYS

Sabine Safety Fairways, shown by solid magenta lines established by the Corps of Engineers, Department of the Army, and Coast pertains, are areas wherein the Department of the Army has granted exclusive permits for structures pursuant to 33 U.S.C. 403 and 43 U.S.C. 1333 (d), nor does it expect to do so. This reservation is subject to navigation but only after due notification and consideration of the views of interested persons, and advance publication of any adverse determination. Caution should be exercised when approaching or navigating these fairways.

ANCHORAGES

Production platforms and underwater exploration structures may exist in these areas.

PROHIBITED DUMPING GROUND
Dumping of obsolete and materials of any type is strictly prohibited

CAUTION
Submerged pipelines and submerged pipeline may exist in the vicinity of oil well structures and between such structures and the shoreline. Mariners should use caution when anchoring

CAUTION
Temporary changes or defects in aids to navigation are not indicated on this chart. See Notice to Mariners

SUPPLEMENTAL INFORMATION
Consult U.S. Coast Pilot 5 for important additional information

CAUTION
Depths and channels shown by broken lines are subject to continuing perceptible at the edges

CAUTION
Submerged pipelines and submerged cables may exist in the vicinity of oil well structures and between such structures and the shoreline. Mariners should use caution when anchoring

TIDAL INFORMATION

Place	Mean Range of Tide	Spring Range of Tide	Mean Time Interval	Spring Time Interval
Calcasieu Pass	1.0	1.3	-0.5	-0.5
Sabine Pass	1.0	1.3	-0.5	-0.5

ABBREVIATIONS

HEIGHTS

AUTHORITIES

STORM WARNINGS

CALCASIEU PASS AND RIVER
The present depth is 42 ft from Lake Charles. For controlling depths see chart 1279 and 1279.

Published at Washington, D.C.
U.S. DEPARTMENT OF COMMERCE
ENVIRONMENTAL SCIENCE SERVICES ADMINISTRATION
COAST AND GEODETIC SURVEY

NO. 47 NOV 23 '68

(Calcasieu Pass to Sabine Pass)
SOUNDINGS IN FEET • SCALE 1:40,000

C. & G. S. 1279
PRICE $1.50

12th Ed. Nov 25/68
1279
PRICE $1.50

PLANE SE Y 3/4/72 (M)

CALCASIEU PASS TO SABINE PASS

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
D-X

517

UNITED STATES - GULF COAST
LOUISIANA - TEXAS

SABINE PASS AND LAKE

Mercator Projection
Scale 1:40,000 at Lat. 29°48'

SOUNDINGS IN FEET
AT MEAN LOW WATER

SABINE LAKE

PORT ARTHUR

GROVES

SABINE PASS

SABINE PASS - SABINE - NECHES CANAL CH. AND DEPTHS

Name of Channel	Length	Width	Depth	Mean Low Water	Project Dimensions
Sabine Pass					
Outer Bar Channel					
Jetty Channel					
Port Channel					
Anchorage Basin					
Port Arthur Canal					
Junction Port Arthur Canal - Sabine Neches Canal					
Sabine Neches Canal					
East Turning Basin					
Coal Turning Basin					
Channel Extension					
Texas Turning Basin					
Taylor Bayou Canal					
Taylor Bayou Basin					
Port Neches Canal					
Neches River					

Note - The Corps of Engineers should be consulted for changing conditions subsequent to the above.

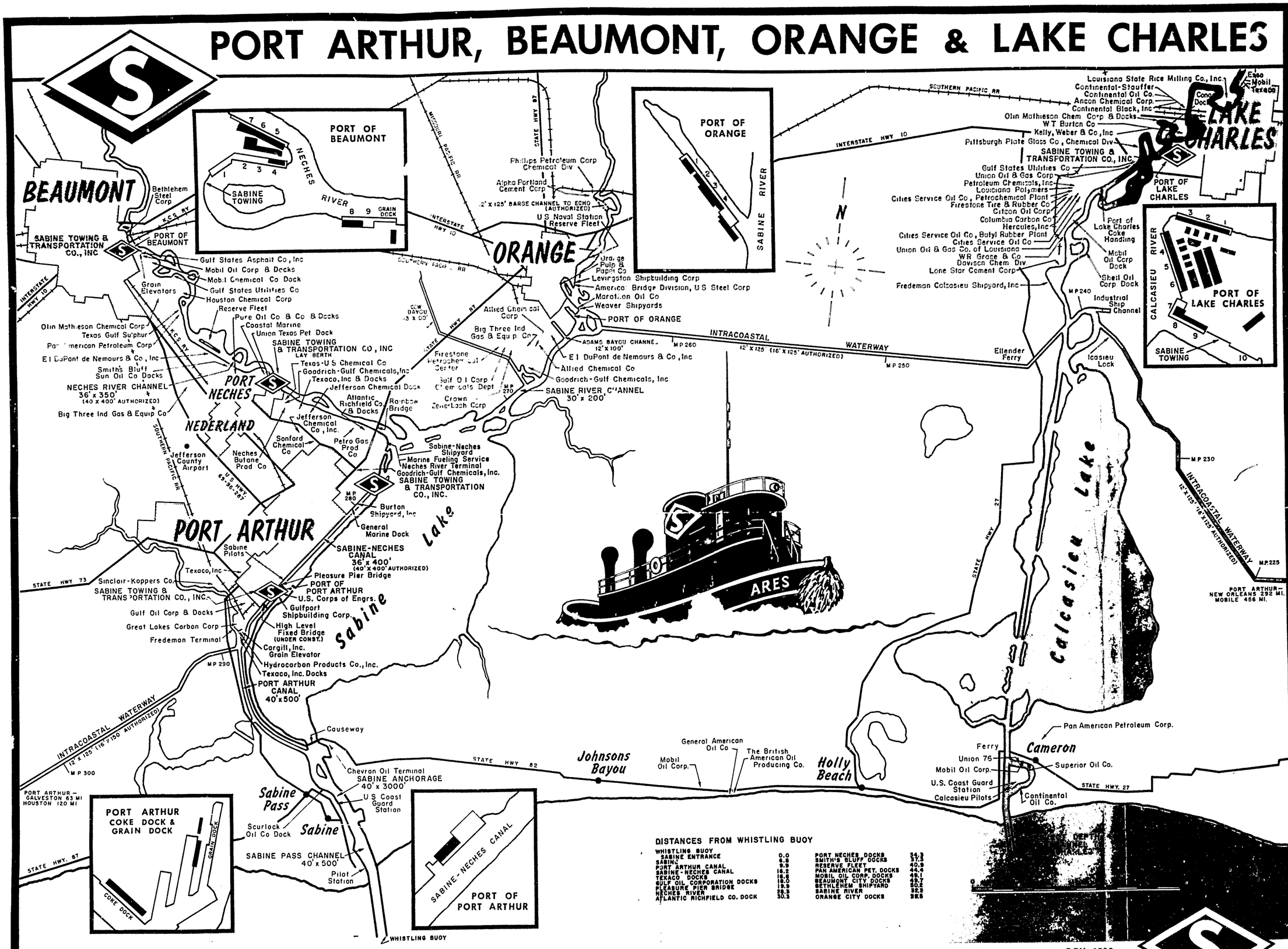
AVENGER
SABINE PASS ANCHORAGE
9/9/69 - 10/[illegible]/69

AVENGER
AGROUND
8/26/69 - 9/9/69

GULF OF MEXICO

C. & G. S. 517
PRICE $1.00

PORT ARTHUR, BEAUMONT, ORANGE & LAKE CHARLES



DISTANCES FROM WHISTLING BUOY

WHISTLING BUOY	0.0	PORT NECHES DOCKS	34.3
SABINE ENTRANCE	6.5	SMITH'S BLUFF DOCKS	37.3
SABINE	9.2	RESERVE FLEET	40.9
PORT ARTHUR CANAL	16.2	PAN AMERICAN PET. DOCKS	44.4
SABINE-NECHES CANAL	16.5	MOBIL OIL CORP. DOCKS	49.1
TEXACO DOCKS	18.0	BEAUMONT CITY DOCKS	49.7
GULF OIL CORPORATION DOCKS	18.0	BETHLEHEM SHIPYARD	50.2
PLEASURE PIER BRIDGE	19.9	SABINE RIVER	52.2
NECHES RIVER	28.3	ORANGE CITY DOCKS	52.2
ATLANTIC RICHFIELD CO. DOCK	30.3		

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